

## Attachment D

### DENVER MUSEUM OF NATURE & SCIENCE SAMPLE AGREEMENT FOR WORK

This Agreement is entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2011 between \_\_\_\_\_, (“Contractor”), a \_\_\_\_\_ corporation, whose address is \_\_\_\_\_ and the Denver Museum of Nature & Science (“Museum” or “DMNS”) whose address is 2001 Colorado Boulevard, Denver, Colorado 80205-5798.

A. **Agreement Period.** This Agreement shall commence on the effective date and shall be in effect through \_\_\_\_\_, 2012, unless sooner terminated pursuant to the provisions of paragraph L (8).

B. **Scope of Work.**

1. The Contractor is engaged by the Museum to perform the work set forth in the attached Exhibit A, Statement of Work and to furnish all labor, materials, services and equipment, except as otherwise specified, necessary to complete the work. Contractor is responsible for all costs and expenses of performing the work required by this agreement. Any materials provided by Contractor shall contain zero percent (0%) asbestos. The Statement of Work and all documents attached or referenced therein, is incorporated in this Agreement by this reference.
2. Any changes to the services described above shall be set forth in a written executed amendment to this Agreement or, in case of changes to a Statement of Work, in a written, serially numbered and dated Change Order signed by the Representatives of both parties.
3. As the work performed pursuant to this Agreement shall be paid for by the use of City funds, Exhibit B sets forth additional terms and conditions that govern the work and is hereby incorporated by reference.

C. **Inspection and Approval of Work.**

1. Upon the request of Museum’s Representative, Contractor shall prepare and deliver to Museum’s Representative progress reports and such other reports or writings as Museum’s Representative may from time to time request and a final report concerning the work performed together with a written notice of completion of the work.
2. During the term of this Agreement, the Museum’s Representative shall make periodic inspections of the work performed to date, giving Contractor one day prior notice of the inspection, either orally or in writing. If necessary, the Museum’s Representative will issue requests for modifications or alterations of the work performed to date if he/she determines that the work is not being performed in an

approvable manner. Such requests will establish a deadline by which the modifications or alterations are to be completed.

3. Within ten days of receipt of the Contractor's final report and written notice of completion of the work, the Museum's Representative will make an inspection of the work performed. All work by the Contractor shall be performed and the end product installed in accordance with industry standards that insure that the end product is stable and safe for use in areas occupied and used by the general public. Approval of the Contractor's work by the Museum's Representative will be based upon (1) compliance with standards of the industry, (2) compliance with the scope of service, including any attached Statement of Work and (3) consistency of the quality of the work performed with the quality of existing Museum exhibits of the same nature. If the Museum's Representative finds that the work performed does not comply with the standards for approval, the Museum's Representative will notify the Contractor of deficiencies in the work and set a deadline for compliance with the standards for approval. When the Museum's Representative has approved the work performed, the Museum's Representative shall deliver written notice of the Museum's Representative's approval to the Contractor and to the Chief Financial Officer of the Museum.

4. Upon receipt of the written notice of approval, the Contractor shall submit a final invoice to the Museum's Representative for approval. Once the invoice is approved, the Museum's Representative shall forward the invoice together with the Representative's written approval of the invoice to the Chief Financial Officer of the Museum for final approval and payment. The Museum shall not pay Contractor individually if Contractor is an individual. All compensation shall be made payable to the trade or business name under which the Contractor does business.

D. **Warranty.** Contractor warrants the work performed by it under this Agreement for a period of one year beginning on the date of the written notice of the Museum's Representative's approval of the work. Contractor warrants that it has the requisite experience and sufficient personnel to perform the services set forth herein; that employees or subcontractors of Contractor shall be adequately trained, supervised and screened for criminal background checks and that Contractor is and shall be in compliance with all applicable laws, including without limitation the provisions of the Immigration Reform and Control Act of 1986 and any immigration statutes or regulations promulgated by the State of Colorado and/or the city and County of Denver. Contractor warrants it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services under this Agreement.

E. **Agreement Amount and Payment.** For work performed, Museum will pay Contractor the amount of US\$\_\_\_\_\_ thirty days after the Chief Financial Officer of the Museum receives (1) written notice of approval of the work from the Museum's Representative and (2) the Contractor's final invoice approved by the Museum's Representative and approves the same.

F. **Ownership.** All work produced by Contractor under this Agreement, including all computer programs and files, design drawings and specifications, documentation, and media including photographic or graphic images created with film, videotape, digital imaging, computer generation or by any other means now known or to be known in the future, whether tangible or intangible, shall for all purposes, including patent, trademark or copyright purposes, be the sole and unrestricted property of DMNS. Contractor agrees that, in the event a court of competent jurisdiction determines that the work produced by the Contractor for the Museum is not “work for hire” for the Museum, this Agreement shall operate as an irrevocable assignment by the Contractor to the Museum of all of Contractor’s right, title and interest in the work produced by Contractor for Museum, without further consideration and for all purposes.

G. **Status of Contractor.** In performing the Services, Contractor shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of the Museum.

1. As an independent contractor, Contractor will be solely responsible for determining the means, manner, and method for performing the work required by this Agreement. The Museum shall have no right to control or to exercise any supervision over Contractor as to how the work required by this agreement will be accomplished.

2. All of the Contractor’s activities hereunder shall be at its own risk. **As an independent contractor, Contractor and its employees, independent contractors, subcontractors and representatives are not entitled to Workers’ compensation or unemployment insurance benefits provided by the Museum,** nor shall Contractor or its employees, independent contractors, subcontractors and representatives be entitled to the benefit of any other plans or programs intended for Museum’s employees. Contractor shall maintain for its employees, to the extent required by local law and regulations, Worker’s compensation and unemployment insurance and will verify that any subcontractors it hires maintain the same required coverage for their employees. Contractor will indemnify the Museum against any claims for workers’ compensation or unemployment compensation pursuant to the provisions of paragraph I.

3. **Contractor is obligated to report as income on its federal, state and local income tax returns any monies paid it pursuant to this agreement and to pay income taxes thereon, if required.** Contractor will fully comply with federal and state laws regarding withholding of income taxes and social security and Medicare taxes from payments to its employees.

H. **Insurance.** To protect the Museum against liability for damage, loss, or expense arising from damage to property or injury or death of any person or persons, arising in any way out of, in connection with, or resulting from the work to be performed by Contractor under this Agreement, Contractor shall, during the progress of the work, carry at its own expense, on forms and with reliable insurance companies selected by Contractor and acceptable to Museum and authorized to do business in the state of Colorado, insurance as set forth in

Exhibit C hereto and incorporated by reference. It is understood and agreed that neither the minimum policy limits nor the actual amounts of insurance maintained by Contractor shall in any way limit or reduce Contractor's liability and indemnity obligations under this Agreement.

I. **Indemnity.** The Contractor shall defend, indemnify and hold the Museum and its Trustees, officers, employees, independent contractors, volunteers, representatives and agents (the "Museum People") harmless from and against all losses, claims, demands, liabilities, suits or actions (including all expenses of investigation of claims and all costs of arbitration or litigation including actual attorneys' fees and expert witness fees paid by the Museum) arising out of the Contractor's performance of services, breach of any term of this Agreement, or failure to comply with any applicable laws, rules or regulations. The Contractor will indemnify the Museum for any damage caused by it, its employees or its subcontractors to the Museum premises, exhibits, furnishings and equipment. The Contractor is solely responsible for damage to, or loss of, any work produced by it at a location other than the Museum. Contractor shall also indemnify and hold harmless the Museum and the Museum People from any claim or loss arising out of its failure to act as an independent contractor as set forth in this Agreement.

J. **Liens and Claims.** Without waiving the applicability of any statute or municipal regulation, Contractor shall indemnify and hold the Museum harmless from all liens and other encumbrances against the Museum's property or facilities on account of debts or claims alleged to be due from Contractor or its subcontractors to any persons and Contractor shall defend at its own expense any claim or litigation in connection therewith.

K. **Representatives.** For the purposes of performing this Agreement:

The Museum's Representative is:	The Contractor's Representative is:
Name	Name
Denver Museum of Nature & Science	Address
2001 Colorado Boulevard	
Denver, Colorado 80205-5798	
Phone: (303)	Phone
Fax:	Fax
Email:	Email:

The Museum and Contractor may change their representative at any time by written notice.

L. **Miscellaneous.**

1. No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon either party nor shall this Agreement be amended electronically, by any terms or conditions on any website, orally or by any other means other than a formal written amendment to this Agreement executed by both parties.

2. Any notice required or permitted hereunder shall be deemed to have been properly given when (1) delivered personally to the Representative for whom it is intended, (2) seventy-two (72) hours after deposit in the U.S. Mail (certified and return receipt requested) of an original or confirming copy, with all necessary postage or charges fully prepaid, addressed to the Representative for whom it is intended at the address designated for the Representative, (3) twenty-four (24) hours after entrustment to a professional overnight courier service, with all necessary postage or charges fully prepaid, addressed to the Representative for whom it is intended at the addresses designated for the Representative, or (4) upon receipt by the Representative of a transmission of the notice by facsimile.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and venue for any claim arising hereunder shall be in the City and County of Denver, Colorado.

4. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned without the prior written consent of the Museum. Any attempted assignment without the Museum's consent shall be void and of no effect. Contractor shall not subcontract for any part of the work to be performed or its obligations hereunder without the prior written consent of Museum's Representative. All subcontractors hired by the Contractor are the responsibility of the Contractor. This agreement may be assigned by Museum, and notice of such assignment shall be given to Contractor. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties

5. No waiver by either party of any breach by the other party of any of the provisions of this agreement shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision in this Agreement.

6. The parties are independent and this Agreement shall not be construed to create any partnership, agency, joint venture or other relationship. Nothing contained in this Agreement or the Statement of Work shall create a relationship between the Museum and anyone else not a party to this agreement or create a cause of action against the Museum in favor of anyone not a party to this Agreement.

7. No part of this Agreement shall be performed by Contractor in a manner that discriminates against any person on the basis of race, age, color, sexual orientation, religion, marital status, national origin, military status, gender or physical or mental disability. DMNS is an affirmative action employer. The regulations of 41 C.F.R. §§ 60-1.4(a)(7), 60-250.5, 60-300.5 and 60.741.5 are incorporated herein as applicable.

8. Either party shall have the right to terminate this Agreement at any time if the other party breaches any of the provisions of this Agreement and fails to cure such breach within 10 days after notice from the non-breaching party. The Museum shall have the right to terminate this Agreement if the Contractor becomes insolvent, fails to pay its debts or perform its obligations in the ordinary course of business as they

mature, or becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or composition for the benefit of creditors.

9. Notwithstanding the termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed, or discharged, and any right, unconditional or conditional, which has been created and has not been fully enjoyed, enforced, or observed, performed, or satisfied (including but not limited to the duties, obligations, and rights with respect to confidentiality) shall survive such expiration or termination until such duty or obligation has been fully observed, or discharged and such right has been enforced, enjoyed, or satisfied.

10. In the event that any of the provisions, or portions or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, Contractor and Museum shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby.

11. Notwithstanding any other provision of this Agreement, Museum's aggregate limit of liability under this agreement and Contractor's, or any third party's, exclusive remedy for any eventuality shall not exceed the dollar amount set forth in paragraph E of this Agreement. Museum shall not be responsible or held liable for indirect or consequential damages, including but not limited to, loss of profit, loss of investment, loss of product or business interruption.

12. Neither party shall be considered in default or liable for any delay or failure to perform its obligations under this Agreement if such delay or failure arises out of causes beyond the reasonable control of the party and without such party's negligence. The non-performing party shall promptly notify the other party of the event and inability to perform, and shall take all reasonable actions to remedy such inability to perform as promptly as possible. Upon remedy of the cause preventing performance, this Agreement shall continue in full force and effect in accordance with its terms. The parties will amend in writing the schedule for performance as set forth herein or in the Statement of Work to reflect any delays in performance of the work.

13. During performance of the work, Contractor may be exposed to, or otherwise obtain, information regarding the Museum's plans, operations, properties, finances, practices, methods and personnel. This information is the confidential and proprietary property of the Museum and the same shall be kept confidential by Contractor who shall not disclose the same to any third person directly or indirectly except upon the prior written consent of the Museum. Contractor agrees that it will not use the name of the Museum or a description of the work performed under this Agreement in any press release, advertising or other printed publicity material without prior written permission of the Museum.

14. This Agreement, including Exhibits A through C and any exhibits thereto, set forth the full and complete understanding of the parties as relates to the subject matter herein and supersedes any and all other agreements or representations, oral or written, made or dated prior thereto.

15. Contractor shall and shall require that its subcontractors, maintain a true and correct set of records pertaining to fees and performance of this Agreement and transactions related thereto. Such records shall be maintained for a period of not less than two (2) years after completion of performance under this Agreement. Contractor shall not pay and shall require that its subcontractors shall not pay any commissions, fees or grant any rebates to any of the Museum People or favor Museum People with gifts or entertainment of significant cost or value nor enter into any business arrangements with Museum People other than as a representative of the Museum, without the Museum's written approval. Upon reasonable written notice, a Museum representative may audit any and all such records at any time during the term of this Agreement and during the two (2) year period after completion of performance of services herein.

16. The headings and captions used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

(CONTRACTOR'S NAME)

By: \_\_\_\_\_  
Title

DENVER MUSEUM OF NATURE & SCIENCE

By: \_\_\_\_\_  
George Sparks  
President & CEO

## **EXHIBIT A SCOPE OF SERVICES**

The Owner is looking for a firm or firms to provide Commissioning services for thermal, moisture protection and roofing systems. The firm(s) must be capable of providing all required services for the ECF Project in a format described below.

### Systems to be Commissioned

- A. Sections of work to be commissioned include, but are not limited to all materials, assemblies, and systems of the Building Envelope that correspond to vapor retarder of the Gallery and Collection Storage Spaces (wall and ceiling assembly), roof assemblies and hot fluid applied waterproofing systems.

### Commissioning Team

1. Owner (**PM**) and his/her consultants
2. General Contractor (**GC or Contractor**)
3. Designer and design engineers (particularly the architect and engineers – **A/E**)
4. Building Envelope Commissioning Agency (**BECA**)
5. Test Technician (**TT**) (as either trade quality control or BECA)
6. Building Envelope subcontractor and their sub-subcontractors (**BESC**)
7. Specialty subcontractors (as designated by the General Contractor to complete the scope of work outlined in the project documents and manual.
8. Any other installing subcontractors or suppliers of materials or systems.

### Building Systems Commissioning Process

- A. The BECA will coordinate all activities of the building envelope commissioning process and with the General Contractor's overall schedule. Also, the BECA shall coordinate all submittals such that each appropriate commissioning team member timely receives necessary documents for their use.
  
- B. BESC and Specialty Subcontractors: The commissioning responsibilities are applicable to each of the BESC and specialty sub-trades. Each of the aforesaid trades will participate, for the Construction and Acceptance phases, as follows:
  1. Contractors and/or their subcontractors shall:
    - a. In each purchase order or subcontract written, include requirements for submittal data, commissioning documentation.
    - b. Attend commissioning scoping meeting(s) and other meetings necessary to facilitate the commissioning process.
    - c. Provide the BECA with Technical Data Sheets and shop drawing submittals of commissioned systems.
      - 1) The General Contractor, will determine if these submittals meet the requirements and requirements of the Contract Documents.
      - 2) Once the GC accepts (and stamps) these submittals, he will then forward these documents to the BECA, Designer and the Owner for their review.
    - d. Address current Designer and Owner punch list items before functional testing. Air, water and thermal testing shall be completed with discrepancies and problems

remedied before functional testing of the respective air, water or thermal related building envelope/assemblies.

- e. Provide manufacturer's certified technicians to be present at the functional performance tests. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem solving.

#### Meetings

- A. Scoping Meeting: The BECA shall schedule, plan and conduct a commissioning scoping meeting with the entire commissioning team in attendance. These meetings will be coordinated within the General Contractor's overall schedule. Meeting minutes will be distributed to all parties by the BECA.
- B. Miscellaneous Meetings: Other meetings will be planned and conducted by the BECA as construction progresses. These meetings will cover coordination, deficiency resolution and planning issues with particular contractors and their subcontractors. The BECA TT will plan these meetings and will minimize unnecessary time being spent by contractors and subcontractors. These meetings will be held as frequently as one per week or at least monthly.

#### Reporting

- A. The BECA will forward reports in a format included in the project manual or in a format mutually agreeable to the Owner and the Architect, to the Owner to be forwarded to the other members of the commissioning team as construction and commissioning progresses.
- B. The BECA will regularly communicate with all members of the commissioning team, keeping them apprised of commissioning progress and scheduling changes through memos, progress reports, etc.
- C. Testing or review approvals and non-conformance and deficiency reports are made regularly with the review and testing as described in later sections.
- D. All acquired documentation, logs, minutes, reports, deficiency lists, communications, findings, unresolved issues, etc., will be compiled in appendices and provided with the summary report.

#### Pre-Functional Test Checklists

- A. The PM has the sole approval authority regarding content of any pre-functional and functional checklist. PM, at his/her discretion, may request input from the GC, BECA, TT and A/E regarding checklists content; therefore, the GC, BECA, TT and A/E will cooperate with the PM to produce detailed and comprehensive checklists.

#### Functional Performance Testing

- A. Objectives and Scope: The objective of functional performance testing is to demonstrate that each building envelope/assemblies system is functioning according to the documented design intent of the Contract Documents. Functional testing facilitates bringing the material assembly from a state of substantial completion to full operation. Additionally, during the testing process, areas of deficient performance are identified and corrected, improving the operation and functioning of the building envelope/assemblies.

- B. Development of Test Procedures: Before test procedures are written, the BECA will request all documentation and a current list of change orders affecting building envelope/assemblies, including an updated points list, and parameters. The TT or BECA shall develop specific test procedures and forms to verify and document proper operation of each piece of building envelope/assemblies. Each subcontractor or vendor responsible to execute a test shall provide assistance to the BECA in developing the procedures review (answering questions about, assemblies and sequences, etc.). Prior to execution, the TT or BECA will provide a copy of the test procedures to the General Contractor subcontractor(s) who will review the tests for feasibility, building envelope/assemblies, and warranty protection.
  
- C. Test Methods:
  - 1. Functional performance testing and verification may be achieved by manual testing (persons manipulate the equipment and observe performance). The BECA may substitute specified methods or require an additional method to be executed, other than what was specified. The BECA will determine which method is most appropriate for tests that do not have a method specified.
  - 2. Simulated Conditions: Simulating conditions (not by an overwritten value) shall be allowed, though timing the testing to experience actual conditions is encouraged wherever practical.
  - 3. Sampling: Multiple identical pieces of assemblies may be functionally tested using a sampling strategy. Significant application differences and significant sequence of functional differences in otherwise identical materials or assemblies invalidates their common identity. A small size or capacity difference, alone, does not constitute a difference. It is noted that no sampling by contractors and their subcontractors is allowed in pre-functional checklist execution.

The Commissioning Firm will lead the commissioning effort for the entire team. The Commissioning Firm shall identify a single internal person who will be responsible for coordination of all aspects of the commissioning process. This individual will be required to distribute and accumulate information necessary to/for other members of the Commissioning Team.

**EXHIBIT B**  
**Additional Terms and Conditions**

**Issued pursuant to and incorporating by reference the Agreement for Work between the Denver Museum of Nature & Science ("Museum") and \_\_\_\_\_ ("Contractor") dated \_\_\_\_\_, 2008**

The parties have entered into the Agreement for Work dated \_\_\_\_\_, 2008 of which this Exhibit is a part. Due to the unique character of project and work to be performed, the parties agree to these additional terms:

**1. Parties**

The Denver Museum of Nature & Science ("Museum") is a separate legal entity from the City and County of Denver ("City"). The Museum is the Natural History Agency of the City with the authority to control, manage and administer the Museum. The Museum has the legal authority to enter into this Agreement for itself and on behalf of the City. The Project will be managed in all particulars by the Museum. The City owns the building(s) and real property constituting the Museum and ultimate ownership of the work shall reside with the City and County of Denver. The City has the right of entry to the Museum to conduct tests and evaluations to determine that Contractor's work is of good quality and in conformance with approved design plans and specifications. All warranties by Contractor and its subcontractors, including third party equipment and manufacturer warranties pass through to the City.

**2. Non Discrimination**

In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all contracts with subcontractors hereunder.

**3. Prohibition Against Employment of Illegal Aliens**

(a) This contract is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the "Certification Statute") and the Contractor is liable for any violations as provided in the Certification Statute.

(b) The Contractor certifies that:

- (1) At the time of its execution of this contract, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract.
- (2) It will participate in either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102 (5) (c), C.R.S. (the "Department Program"), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

(c) The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Contract.

- (2) It shall not enter into a contract with a subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract, through participation in either the E-Verify Program or the Department Program.
- (4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Contract.
- (5) If it obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Contractor will also then terminate such subcontractor if within three days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S

#### **4. Public Art**

The work performed under this Agreement may be subject to the Public Art ordinance found at D.R.M.C Sections 20-85 through 20-90. Any such requirements will be set forth in detail in the design and specifications approved as part of the Agreement.

#### **5. Performance Bonds**

Contractor shall obtain a bond or bonds or other financial guarantee acceptable to the Museum ensuring that the contractor shall 1) promptly make payment of all amounts lawfully due to subcontractors and persons or entities furnishing labor or materials used in the execution of the work and shall indemnify the Museum and City to the extent of all payments in connection with performing the work, and (2) guarantee performance by the Contractor of its obligation to complete the work. The dollar amount of such bonds shall be modified to reflect any change orders that modify the total value of the work.

#### **6. Liens**

Without waiving the applicability of any state or municipal regulation, Contractor shall indemnify and hold the Museum harmless from all liens and other encumbrances against the Museum's property, assets or facilities on account of debts or claims alleged to be due from Contractor or its subcontractors to any persons and Contractor shall defend at its own expense any claim or litigation in connection therewith.

#### **7. Audit**

The Museum and City shall have the access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the Agreement.

#### **8. Conflicts of Interest**

The parties agree that no official, officer or employee of the Museum or Contractor shall have any personal or beneficial interest whatsoever in the work or related services or property.

**EXHIBIT C  
REQUIRED INSURANCE**

**Issued pursuant to and incorporating by reference the Agreement for Work  
between the Denver Museum of Nature & Science (“Museum”) and  
\_\_\_\_\_ (“Contractor”)  
General Professional Services**

**A. General Conditions:** Contractor agrees to secure, at or before the time of execution of the Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies be cancelled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the Risk Manager/Contract Administration at the Denver of Museum & Science, 2000 Colorado Blvd., Denver, CO 80205 by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, the Museum must be notified by the Contractor. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**B. Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor certifies that the certificate of insurance attached as Exhibit \_\_\_\_, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The Museum’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the Museum’s rights or remedies under this Agreement. The Museum may require additional proof of insurance, including but not limited to policies and endorsements.

**C. Additional Insureds:** For all coverages, the Contractor’s insurer shall name the Museum as an additional insured, and loss payee.

**D. Waiver of Subrogation:** For all coverages, Contractor’s insurer shall waive subrogation rights against the Museum.

**E. Subcontractors:** All subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors, independent contractors, suppliers or other entities as additional insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors, independent contractors, suppliers or other entities upon request by the Foundation.

**F. Worker’s Compensation/Employer’s Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the Museum, as a material representation upon which the Museum is relying in entering into this Agreement, that none of the Contractor’s officers or employees who may be eligible under any statute or law to reject Workers’ Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement. These coverages shall apply to all work or

services performed outside the United States. These coverages shall apply to any work or services performed by employees covered by the Federal Employee's Liability and Compensation Act.

**G. Commercial General Liability:** Contractor shall maintain limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate. Aggregate limits must be "per project" or "per location".

**H. Business Automobile Liability:** Contractor shall maintain \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**I. Additional Provisions:**

(1) For Commercial General Liability, the policy must provide the following:

- (a) That this Agreement is an Insured Contract under the policy;
- (b) Defense costs in excess of policy limits;
- (c) A severability of interests, separation of insureds or cross liability provision; and
- (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the Museum.

(2) For Claims-made coverage:

- (a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the Museum, whichever is earlier.

(3) Contractor shall advise the Museum in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.