



SERVICES INSURANCE CLAUSE

1. **INDEMNIFICATION; MINIMUM LIABILITY INSURANCE REQUIREMENTS** - Contractor agrees to protect, defend, indemnify, and hold harmless the College and its officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by Contractor. Contractor's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Contractor further agrees to protect, defend, indemnify, and hold harmless the College and its officials, agents and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employee of Contractor.
2. **CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE** - Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the types and specific coverages herein described and are written for not less than any limits of liability specified in these Contract Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.
3. **CONTRACTOR'S AUTOMOBILE LIABILITY INSURANCE** Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of Contractor's operations under the Agreement, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.
4. **CONTRACTOR'S WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE** - The Contractor shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Contractor shall procure and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance in accordance with New Mexico laws and regulations. Such insurance shall include coverage permitted under Sec. 52-1-10 N.M.S.A. 1978 for safety devices. If the Contractor elects to be self-insured, he shall comply with the applicable requirements of law. If any portion of the work is to be sub-let, the Contractor shall require the Subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such work. The College, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Contractor to comply with the provisions of this paragraph.
 - a. If any class of employee is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability coverage as will protect him and the College against any claims resulting from injuries to and death of workers engaged in work under this contract.
5. **COVERAGE LIMITS** - Insurance coverage limits required to be carried by the Contractor under this Section shall be as follows:

- a. Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by the New Mexico Tort Claims Act or:
 - i. Combined Single Limit coverage of \$1,000,000
 - ii. **At the discretion of the College - Automobile limits are negotiable depending on frequency and type of work performed.**
- b. Contractor's Workers' Compensation coverage shall be those established by applicable statutes. Employer's liability coverages shall be the limits established by the New Mexico Tort Claims Act or \$1,000,000. **Required if contractor is licensed through the Construction Industries or if contractor has three (3) or more employees.**
6. **INCREASED LIMITS** - If, during the term of the Agreement, the College requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.
7. **CERTIFICATES OF INSURANCE** - Contractor shall include as part of the Contract Documents certificates of insurance on forms acceptable to the College specified herein. The certificates shall specifically provide that the coverage afforded under the policy or policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the College.
8. **ADDITIONAL BONDS AND INSURANCE** - Prior to delivery of the executed Agreement by the College to Contractor, the College may require Contractor to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers, as the College may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids/Proposals, the premiums shall be paid by Contractor; if subsequent thereto, they shall be paid by the College (except as otherwise provided).
9. **THE COLLEGE NAMED AS ADDITIONAL INSURED, AND WAIVER OF SUBROGATION** - The College shall be named as an additional insured on all policies and all policies shall include cross liability provisions. Workers' Compensation coverage shall include a waiver of subrogation in favor of the College.