

## Subcontractors Agreement

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between *Oakdale Service Inc.*, and \_\_\_\_\_ (herein referred to as the "Subcontractor") and applies to all work entered into from hereon until terminated in writing by both parties:

1. To the fullest extent permitted by law, the Subcontractor shall indemnify, hold harmless and defend *Oakdale Service Inc.*, Crowley Marine Associates Inc., JMTM Associates, and any and all related entities, and their principals, shareholders and officers and employees against any and all losses, claims, suits, actions, demands, damages, liabilities, and expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the work, act, omission or other liability imposed by law or otherwise upon *Oakdale Service, Inc.* Crowley Marine Associates Inc., JMTM Associates, or any related or affiliated entity, for damages because of bodily injuries, including death, at any time resulting there from, sustained by any person or persons, including Subcontractor's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of the Subcontractor's work or from any of the acts or omissions on the part of the Subcontractor, in whole or in part, its employees, agents, representatives, material men, suppliers, and/or sub-contractors, or anyone directly or indirectly employed by the subcontractor, while acting on their behalf, (excluding only liability created by the sole and exclusive negligence of *Oakdale Service, Inc.*, Crowley Marine Associates Inc, and JMTM Associates). If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

The indemnity provided by requirements contained herein shall be in addition to and not in limitation upon any rights of common law indemnity.

2. **INSURANCE:** Subcontractor, at its own expense, shall procure, carry and maintain insurance on all of its operations, including but not limited to general Liability and Workers' Compensation insurance. Coverage limits shall be in accordance with the requirements of the general contractor. Subcontractor is required to name *Oakdale Service Inc.*, Crowley Marine Associates and JMTM Associates as "Additional Insured" on Subcontractors general liability policy including products/completed operations. The additional insured endorsements shall be on a form a least as broad as ISO Form C02010 (1985) and shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured. Subcontractor shall provide to *Oakdale Service Inc.* a certificate from the insurance companies that such insurance is in force and shall upon request provide a copy of the policy in effect. Subcontractor's

insurance must be primary and include a waiver of subrogation in favor of *Oakdale Service, Inc.*, Crowley Marine Associates and JMTM Associates

**Insurance Requirements:**

**General Liability** using an industry standard unmodified coverage form including contractual liability with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate with either per project or per location endorsement for property damage and bodily injury. Insurance should be primary and non-contributory including a waiver of subrogation, and contain 30 days written notice of cancellation.

**Motor Vehicles.** If vehicles are used by the subcontractor in association with the work performed, automobile liability insurance will be procured with a combined single limit of \$1,000,000 and in accordance with the laws of the State of New York.

**Workers Compensation** and disability benefits insurance including Occupational Disease in the statutory limits and contain 30 days written notice of cancellation, fully covering all persons engaged in the performance of all work and services on behalf of the “subcontractor” in accordance with the laws of the State of New York.

3. **SAFETY:** Subcontractor and all of its employees agree to follow all applicable safety and health laws and requirements pertaining to its work and conduct thereof. Safety of Subcontractors employees, whether or not in common work areas, is the responsibility of the Subcontractor.
  
4. **Furthermore,** the Subcontractor agrees to defend, indemnify and hold harmless *Oakdale Service Inc.*, Crowley Marine Associates Inc. and JMTM Associates from any and all claims for damages of any type, including consequential loss of use thereof of any materials, supplies, equipment, machinery, tools or related items belonging to the Contractor, other Subcontractors, their subcontractors, suppliers, employees or representatives whether or not *Oakdale Service Inc.*, Crowley Marine Associates Inc and JMTM Associates is deemed responsible or negligent for such damage.

\_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
Name/ Title

\_\_\_\_\_  
Date

\_\_\_\_\_