

**MORAN MASTER SERVICES AGREEMENT  
FOR PUMPING/FLOWBACK**

This Master Services Agreement (“Agreement”) made this \_\_\_\_, of \_\_\_\_\_, 202\_\_, (“Effective Date”) between **Moran Equipment, LLC** a corporation organized under the laws of Oklahoma, having its principal office at 319 Industrial Parkway, Elk City, OK, 73644 (“**Moran**”), and \_\_\_\_\_ (“Subcontractor”), a \_\_\_\_\_, with its principal office at \_\_\_\_\_. agree as follows:

1. **PURPOSE OF AGREEMENT.** **Moran** request the services of Subcontractor on various projects from time to time and this Agreement will govern the relationship of the parties.

2. **FACT RECITALS.** This Agreement is made with reference to the following facts:

**Primary Agreement (“PA”).** **Moran** has previously entered into a PA with Customer (“Customer”) for a Project (“Project”), which PA includes the work to be done under this Agreement. The parties to this agreement hereby agree to incorporate the terms and conditions of the PA by reference, with the same force and effect as if it was set forth in full. Subcontractor and its subcontractors are bound by all terms of the PA as they relate in any way, directly or in directly, to the work covered by this subcontract in order to complete the Project with each Contractor, Subcontractor and Sub-subcontractor performing its unique but separate service. Accordingly, **nothing in this Agreement shall be construed to create a contractual relationship between persons or entities except between Contractor and Subcontractor under this Agreement.**

Upon written request by Subcontractor, **Moran** shall provide to Subcontractor, at **Moran’s** expense, one copy of relevant portions as to the work to be performed of the PA in **Moran’s** possession.

3. **TERM.** The term of this Agreement shall commence beginning with the Effective Date and end within one (1) year of the Effective Date. This Agreement shall renew itself for additional one year term(s) unless either party notifies the other in writing on or before the thirty (30) days prior to the expiration of the then current term.

4. **SCOPE OF WORK AND COMPENSATION.** On projects which **Moran** requests services which Subcontractor provides **Moran** will pay Subcontractor according to the agreed payment terms.

5. **PERFORMANCE OF WORK.** Subcontractor shall furnish all supervision, materials, supplies, and equipment, except as otherwise provided and perform all labor required for the completion of the work in accordance with all provisions of the PA and of the specifications, plans, and addenda referred to therein, all of which are made a part of this agreement, and to the satisfaction of Customer and **Moran**. Prior to commencement of any construction, Subcontractor agrees to provide **Moran**, in writing, the name of one or more “designated agents” **who the parties agree must physically be present at all times that the Subcontractor is working on-site at the Project.** Subcontractor expressly warrants that all work shall be executed in a sound and workmanlike manner in conformance with the highest standards within the industry and warrants that all materials used by Subcontractor to complete the work are merchantable, free from any patent or latent defect, fit for their intended use, and equal in quality to the best of their kind. Subcontractor shall provide **Moran** written certification that all materials procured by the Subcontractor for the Project, and/or delivered to the Project for use by the

Subcontractor, strictly conform to all requirements contained within the agreement documents, including but not limited to the PA, the specifications, the plans, and addenda referred to therein, approved submittals, as well as all codes, ordinances, and all governing authorities. Further, Subcontractor agrees to provide **Moran** an opportunity to inspect its work, to include photo-documentation, at any time during the construction of the Project. One set of plans and specifications will be furnished to Subcontractor without cost. Additional sets may be procured at rates established by **Moran**, to be available at **Moran's** office.

**6. PROGRESS OF WORK.** If, in the judgment of **Moran**, the work of Subcontractor is not proceeding in accordance with the PA, or Subcontractor has breached any provision of this Agreement, **Moran** may give notice to Subcontractor to cease work and proceed to have the work done in the manner most expedient to **Moran** including, but not limited to, the supplementation of Subcontractor's work force, the termination and replacement of Subcontractor's work force or both, as **Moran** deems appropriate, and charge the cost, including any incidental expenses and those additional costs set out in this Agreement, to Subcontractor. **Moran** shall be entitled to take possession of and use any materials, equipment, plans, and permits on the job site or intended for the work and use the same for the performance of the work. Subcontractor waives any claim, demand or cause of action, against **Moran** for the loss of use, misuse, abuse, or conversion of the tools, materials, equipment, plans, or permits, taken or used by **Moran** in accordance with this Section. **Moran's** decision to implement or not implement such action shall not constitute any modification or waiver of any of the terms of this Section. **Moran** shall always retain the full rights and remedies afforded under this Section.

**7. COMPLETION. Time is of the essence in this Agreement.** Subcontractor shall, after notice to proceed by **Moran**, commence to perform the Services and continue diligently in the performance of such work. Subcontractor shall employ sufficient crews and work sufficient hours or shifts so as not to hinder or delay the actual progress of **Moran** or other Subcontractors.

In case of delay in performance of Subcontractor not caused by Subcontractor, Subcontractor's remedy shall be limited to an extension of time to complete the required work and neither Customer nor **Moran** shall be liable for damages, whether ordinary, incidental or consequential, as a result of any said delay.

If the PA requires **Moran** to pay to Customer liquidated damages in the event of a delay in the completion of the project, then subcontractor shall be responsible to **Moran** for any liquidated damages assessed to **Moran** by Customer arising out of or relating to subcontractor's work.

Subcontractor shall reimburse **Moran** for any actual damages or costs incurred by reason of Subcontractor's failure to prosecute the work diligently, including any liquidated damages assessed by Customer pursuant to PA.

**8. INDEMNIFICATION.** Subcontractor specifically obligates itself to **Moran** in the following respects:

a. Injuries. Subcontractor shall indemnify **Moran** against any and all claims, suits, or liabilities for injuries to property, injuries to persons including death, and from any other claims, suits, or liability on account of any act or omission of Subcontractor, or any of Subcontractor's officers, agents, or employees or their subcontractors.

b. Payments. Subcontractor shall pay for all materials furnished and work and labor performed under this Agreement and shall satisfy **Moran** of the same whenever demand is made, and shall indemnify **Moran** against any and all claims, suits, or liens for such labor and materials by others

against **Moran**.

c. Compliance with Licenses and the Like. Subcontractor shall obtain and pay for all permits, licenses, and official inspections made necessary by its work, and shall comply with all laws, ordinances, and regulations bearing on Subcontractor's work and the conduct of such work.

d. Warranties and Guarantees. Subcontractor warrants and guarantees the work and materials covered by this Agreement and agrees to make good, at Subcontractor's own expense, any defect in materials or work that may occur.

e. Breach or negligence by Subcontractor. Subcontractor shall indemnify **Moran** against any and all loss, damages, cost, expenses, and attorneys' fees suffered or incurred on account of any act or omission, breach of the obligations, covenants and any other provision or covenant of this Agreement.

f. Subcontractor shall have the duty to defend which is separate and independent from the duty to indemnify and from Subcontractor's other insurance obligations. Except as set forth above, the defense and indemnity obligations shall not be limited by the insurance requirements set forth in Attachment "A" to this Agreement.

Subcontractor's obligations under this section shall survive the expiration or earlier termination of this Agreement until the later of: (i) such time as a Final Determination is made that any Claim is fully and finally barred as to the Indemnified Parties by all applicable statutes of limitation, or (ii) such date as any Claim for which indemnification may be claimed is fully and finally resolved and, if applicable, any compromise thereof or judgment or award thereon is paid in full by Subcontractor for any amounts paid in compromise thereof or upon a judgment or award thereon and in defense of any such claim or action, including but not limited to actual attorneys' fees. This survival of obligations shall include, without limitation, Claims against Indemnified Parties for which the statute of limitations is tolled or extended by estoppel or operation of law, because of repairs made to the Project or other facts, regardless of participation or consent thereto by Subcontractor.

**9. INSURANCE.** Subcontractor shall furnish certificates of insurance coverage as follows in the following or minimum legal limits, and as set forth in Attachment "A" of this Agreement. The certificates shall list **Moran** as an additional insured and shall be accompanied by a waiver of subrogation in favor of **Moran**.

Subcontractor is to include the provisions of this Section and Attachment "A" to this Agreement in all contracts, and is to require their third party subcontractors to furnish insurance certificates, which evidences their compliance with this Section and Attachment "A". Subcontractor agrees to provide **Moran** with copies of subcontractor's insurance certificates and their third party subcontractor's insurance certificates listing **Moran** as an additional insured and accompanied by waivers of subrogation in favor of **Moran**.

All insurance policies identified in the Attachment "A" shall contain a provision that the coverage's afforded thereunder shall not be canceled or not renewed, or restrictive modifications added, unless at least thirty (30) calendar days prior written notice has been given to the **Moran**.

In the event **Moran** receives written notice from the insurer that the insurance of Subcontractor has been canceled, and **Moran** has not received certificates verifying that Subcontractor (or their Sub-subcontractors) has(have) procured new or substitute insurance as specified herein, then it is agreed that **Moran** may, but is not obligated to, procure such insurance and charge all premiums plus a reasonable sum of overhead to Subcontractor's account, all of which sums may be deducted from any amounts due Subcontractor.

All insurance policies identified in Attachment "A" shall (I) provide that coverage afforded to **Moran** is primary, and on a non-contributory basis, and **Moran** shall be **named as an additional**

**insured on the policy**, and any other insurance in force for **Moran** will be excess and will not contribute to the primary policies nor allow for subrogation against **Moran**; and (ii) be written by insurance companies approved in Oklahoma (or where agreed to by Moran). Any deviation from the requirements set forth in this Section must be approved in writing by **Moran**.

**All certificates shall be in the office of Moran prior to any work being commenced on the project. Failure to supply the required insurance coverage may cause removal of the Subcontractor (and/or their third party subcontractors) from the job site and withholding of any payments.**

The carrying of the insurance described above shall in no way be interpreted as relieving the Subcontractor of responsibility or liability under this Agreement or otherwise.

The Subcontractor shall maintain completed operations liability insurance for ten years after acceptance of the subcontract work, substantial completion of the Project, or to the time required by the subcontract documents, whichever is longer. The Subcontractor shall furnish **Moran** evidence of such insurance at the time of completion of the subcontract work.

**10. PAYMENT.** Payments for the Services will be made by **Moran** within 30 days after being paid for such work by **Moran**'s customer and will equal the amount specified by Agreement. Payment is contingent upon receipt by **Moran** of payment from customer for Subcontractor's work. However, if Subcontractor is indebted to **Moran** or anyone else for cash advances, supplies, materials, equipment, rental, or other property charges against the Services, the amount of such indebtedness may be deducted from any payment or payments made under this provision.

Prior to **Moran** making its first payment to Subcontractor under this Agreement, Subcontractor shall provide all required documents (as described on Attachment "B") to **Moran**. In the event required documents are not received in a timely manner, **Moran** may procure all necessary documents, in which case, Subcontractor shall be required to perform the work per the documents procured by **Moran**. All costs associated with the procurement of the documents by **Moran** shall be deducted from amounts due to Subcontractor under this Agreement. *See* Attachment "B" to this Agreement.

Subcontractor agrees to furnish, if and when required by **Moran**, payroll affidavits, receipts, vouchers, releases of claims for labor and material, and agrees to furnish same from its Subcontractors or suppliers performing work or furnishing materials under this Agreement, all in a form satisfactory to **Moran**, and it is agreed that no payment hereunder shall be made, except at **Moran**'s option, until and unless such documents have been furnished. **Moran**, at its option, may make any payment due hereunder by check made payable jointly to Subcontractor and any of its Subcontractors, suppliers and/or material men who have performed work or furnished materials under this Agreement.

**11. CHANGES AND EXTRA WORK.** Notice of Change. Subcontractor will be notified of any change requested by **Moran**'s customer with respect to subcontract work in writing and will be consulted with respect to the proposed terms of any such change. Subcontractor will issue a new bid for the additional work in writing which shall be enforceable upon the written acknowledgment by **Moran**.

Claims for Extra Work. With respect to any extra work ordered by **Moran** for **Moran**'s own convenience and not related to a change by Moran's customer, Subcontractor shall make no claim for additional compensation unless it shall have been fully agreed upon in writing by **Moran** prior to the performance of such extra work. Such agreement shall set forth the extra work to be done, the compensation for such extra work, and any extension of time necessarily occasioned by such extra work. **Moran** may order extra work without invalidating this Agreement.

**12. ASSIGNMENT.** No assignment of this Agreement or any part of this Agreement or any estimate or payment under this Agreement shall be accepted by **Moran** by Subcontractor. Subcontractor shall not sublet the work to be performed under this Agreement either in whole or in part without the prior, express, and written consent of **Moran**. Subcontractor shall be solely responsible for any subcontractors it agreements with for all payroll regulations and requirements under this Agreement.

**13. TERMINATION OF AGREEMENT.** In the event the PA is terminated prior to its completion, Subcontractor shall be entitled only to payment for the work actually completed by it on a pro-rata basis. Nothing herein contained shall require **Moran** to make any claim for such additional compensation or damages in the event of termination before completion, and it is specifically agreed that the failure of **Moran** to prosecute any such claim shall not entitle Subcontractor to any claim for additional compensation or damages against **Moran**.

Notwithstanding the preceding paragraph, **Moran** has and reserves the absolute right to terminate this Agreement. In the event of termination **without cause**, Subcontractor shall be entitled to payment only as follows:

- a. Cost of the work actually completed in conformity with this Agreement; plus
- b. Other prior approved costs actually incurred by Subcontractor on the date the PA is terminated.

There shall be deducted from such sums as provided in this Section the amount of any payments made to Subcontractor prior to the date of termination of this Agreement. Subcontractor shall not be entitled to any claim, or claim of lien, against **Moran** for any additional compensation or damages in the event of such termination and payment.

In the event this Agreement is **terminated for cause**, Subcontractor shall be paid for work completed and approved by **Moran**, in **Moran's** sole discretion, and shall include deductions for **Moran's** expenses incurred by **Moran** for materials, for finishing the work, for attorney fees, and any damages incurred by **Moran** by reason of Subcontractor's default.

**14. GIFTS AND GRATUITIES** It is considered to be a conflict with **Moran's** interest for its employees or any member of their immediate family to accept gifts, payments, extravagant entertainment, services or loans in any form from anyone soliciting business, or who may already have established business relations with **Moran**. Gifts of nominal value and entertainment, meals, and social invitations that are customary and proper under the circumstances and do not place the recipient under obligation are acceptable. If any employee of **Moran** should solicit a gift or gratuity from the Subcontractor, (or their Sub-subcontractor), Subcontractor hereby agrees to notify **Moran** of such act. It is agreed that **Moran** will hold such notification in confidence. It is further understood that failure by the Subcontractor to comply with **Moran's** policies regarding gifts and gratuities may, at **Moran's** option, result in the termination of this Agreement and may further preclude any future dealings between the parties.

**15. ILLEGAL DRUGS, ALCOHOL, AND FIREARMS** To help ensure a safe, productive work environment, **Moran** has established a program designed to prohibit the use, transportation and possession of firearms, drugs and/or controlled substances, drug paraphernalia and alcoholic beverages wherever work for **Moran** is to be performed whether on helicopters, boats, offshore platforms, drilling locations, customer's locations or **Moran's** owned premises. Illegal drugs include marijuana, amphetamines, barbiturates, opiates, cocaine, codeine, morphine, hallucinogenic substance (LSD) and any similar drugs and/or chemical synthetics deemed hazardous by **Moran**.

Such programs shall apply to Subcontractor's personnel, agents, or subcontractors.

**Moran** specifically reserves the right to carry out reasonable searches of individuals, their personal effects, and vehicles when entering on, and leaving **Moran's** premises, worksites, or locations where **Moran** is conducting business. The searches will be initiated by **Moran** without prior announcement. Individuals found in violation will be removed immediately. Submission to a search is strictly voluntary; however, refusal may be cause for not allowing that individual on **Moran's** premises, worksites or locations where **Moran** is conducting business. It is Subcontractor's responsibility to notify Subcontractor's personnel, agents or subcontractors of this prohibition and its enforcement.

**16. GUARANTEE**. Subcontractor agrees to guarantee the quality of all subcontract work and materials for such period as is required of **Moran** by customer.

**17. CLEAN-UP**. On completion of the work, Subcontractor shall clean up all refuse and rubbish around or alongside the work caused by Subcontractor and remove promptly all excess materials, tools, structures, and the like that may have been brought on the work site or erected by Subcontractor. In the event of the failure of Subcontractor to do so, **Moran** may, after giving 5 days' notice, clean up the premises at the cost and expense of Subcontractor.

**18. COOPERATION**. Subcontractor shall cooperate fully with other Subcontractors employed on the work and shall so plan and conduct the work to be performed as not to interfere with their operations. **Moran** will not be responsible for any delays or interference resulting from the acts or operations of other Subcontractors, suppliers, or organizations.

**19. EQUAL OPPORTUNITY**. During the performance of this Agreement, Subcontractor agrees not to discriminate under any circumstances because of race, color, creed, or national origin.

**20. NON-COMPETITION**. Subcontractor acknowledges the importance to **Moran** of the existing intangible assets of **Moran** relating to its accounts, clients, customers, subcontractors and suppliers of **Moran**, and Subcontractor, during the term of this agreement and for a period of one (1) year after the term of this Agreement, agrees not to solicit any accounts, clients, customers, and subcontractors. Subcontractor recognizes that the provisions of this Agreement are vitally important to the continuing welfare of **Moran** and that money damages constitute a totally inadequate remedy for any violation thereof. Accordingly, in the event of any violation by Subcontractor, **Moran**, in addition to any other remedies it may have, shall have the right to institute and maintain a proceeding to compel specific performance thereof or to issue an injunction restraining any action by Subcontractor in violation of this Agreement.

**21. SAFETY**. Subcontractor shall cooperate with **Moran** and Customer in efforts to prevent injuries to any workers employed in carrying on operations covered by this Agreement and to adopt and

place in effect any and all safety requirements of **Moran** or Customer implemented at the site to promote safety and safe working conditions, including, but not limited to, the requirements set forth in **Moran's Safety Manual** which is hereby incorporated herein in full by this reference. Subcontractor, by signing this Agreement, hereby acknowledges receipt of the Safety Manual referenced above prior to commencing its work under this Agreement. Should Subcontractor consistently fail to adhere to the requirements of that **Safety Manual** or any other safety requirement implemented by **Moran** and Customer while working on the site, fail to maintain Subcontractor's equipment in safe operating condition and/or should Subcontractor's operation be characterized by injuries to workers, then, at the option of **Moran**, the following shall occur: 1) after the first such offense, Subcontractor may be fined \$250.00 for said first offense by back charging that fine to the Agreement price pursuant to this Agreement; 2) upon the second offense, **Moran** may, at its option, fine Subcontractor up to \$500.00, to be back charged against the contract price under that same protocol; 3) after 3 or more violations of this provision, this Agreement, on forty-eight (48) hours written notice to Subcontractor, may be terminated for cause as per the terms of **Section 13 herein**. Additionally, Subcontractor shall defend, indemnify and hold **Moran** and Customer harmless for any safety violations, fines, levies and the like which may arise out of Subcontractor's (or their Sub-subcontractor's work) under the terms and conditions set forth in this Agreement.

**22. ACCESS.** **Moran**, **Moran's** representatives and agents, and all public authorities shall at all times have access to the work.

**23. BINDING EFFECT.** This Agreement shall bind the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.

**24. GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Oklahoma.

**25. ARBITRATION.** If the PA herein calls for arbitration, or if any claim arises between **Moran** and Subcontractor or their Sub-subcontractors, then any claim or dispute arising out of or relating to the agreement or the work, identified in this Agreement shall be subject to arbitration under the terms and conditions set forth in the PA, which are, as the parties have agreed and are fully incorporated into this Agreement. Further, if an arbitration concerning, relating to, or arising out of Subcontractor's work is commenced between **Moran** and Customer, Subcontractor will on demand of **Moran**, become a party to such arbitration proceedings and shall submit to any award that may be rendered therein.

Unless otherwise set forth in the PA agreement, any controversy or claim arising out of or relating to this Agreement, or its breach, or its validity or interpretation, except claims for injunctive relief and claims involving necessary third parties who refuse to participate, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules amended and effective October 1, 2013 of the American Arbitration Association ("AAA") subject, however, to the following:

The location for the arbitration shall be at such location in Beckham County, Oklahoma as agreed to by the parties.

Such arbitration shall be heard and determined by one arbitrator in accordance with the then current rules or regulations of the AAA relating to commercial disputes. One arbitrator will be appointed by agreement of the parties; provided, however, if the parties cannot agree, the arbitrator shall

be appointed by the AAA. Such arbitrator shall be a person with experience in the structure, management and operation of the business similar to that of the parties.

The arbitrator may not grant any relief or remedy or damages greater than a court of competent jurisdiction could have granted or otherwise awarded except that, no punitive damages shall be awarded.

The arbitration award shall be binding on the parties and may be enforced in any court of competent jurisdiction.

The prevailing party in such arbitration shall be entitled to recover its reasonable attorney fees and costs incurred in such arbitration proceeding. In no event shall **Moran** be liable for punitive or consequential damages.

**26. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**27. SEVERABILITY: CHANGES IN LAW.** If any part of this Agreement is determined to be invalid, illegal, inoperative, or contrary to law, that part shall be reformed, if possible, to conform to law, and the remaining parts of this Agreement shall be fully effective and operative to the extent reasonably possible. If any restriction contained in this Agreement is held by any court to be unenforceable or unreasonable, a lesser restriction shall be enforced in its place and the remaining restrictions shall be enforced independently of each other.

**28. COUNTERPARTS.** This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document.

**29. CONSTRUCTION.** Whenever used in this Agreement as the context requires, the singular number shall include the plural, the plural number shall include the singular, the masculine gender shall include the feminine and neuter, the feminine gender shall include the masculine and neuter, and the neuter gender shall include the masculine and feminine.

**30. HEADINGS AND CAPTIONS.** The headings and captions at the beginning of various paragraphs and subparagraphs of this Agreement shall not be construed to be a substantive part of this Agreement and shall not in any way define, limit, expand or affect any provision of this Agreement.

**31. FURTHER ACTS.** Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

**32. Failure by Subcontractor to provide Moran copies of Insurance Certificates.** Subcontractor's failure to provide documentation to **Moran** of any required documentation set forth in Exhibit "A" or "B" does not relieve Subcontractor of its duty to obtain all such insurance coverage, permits, licenses, requirements, *etc.*, without a written waiver signed by **Moran**. Subcontractor does hereby release, defend, indemnify, and hold harmless **Moran** from any loss **Moran** may suffer due to

Subcontractor's failure to comply with all provisions of the Agreement and the requirements set forth in the Exhibits "A" and "B."

**Subcontractor had the right to have independent counsel review this agreement. This is a legally binding agreement. The representative signing below has the authority to sign, and he/she has signed this document voluntarily and of his/her own free will on behalf of his/her company.**

The parties have executed this Agreement the date first set forth below.

**SUBCONTRACTOR:**

**MORAN EQUIPMENT, LLC**

By: \_\_\_\_\_  
(Print Name)

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

Title: \_\_\_\_\_  
(Signature)

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT "A"

### Insurance Requirements

**1.1 Workers' Compensation Insurance and Subcontractor's Liability Insurance.** Workers' Compensation insurance in accordance with the laws of the State **which at all times shall be Oklahoma, unless otherwise required**, and Subcontractor's Liability insurance with the minimum limits of \$1,000,000.

**1.2 Comprehensive General Liability Insurance.** Comprehensive (or Commercial) General Liability, including coverage for "Action Over" claims, Products and Completed Operations, and other contractual obligations as regarding this contract and proper coverage for all other obligations assumed in this agreement. The minimum limit shall be \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage. If the policy has an annual aggregate limit the aggregate will be on a "per project" or "per location" basis; or the Subcontractor shall carry Excess Liability (or Umbrella) coverage that will "drop down" over each claim if such limit becomes exhausted. The policy shall cover "In Rem" if operations over water.

**1.3 Automobile Liability Insurance.** Automobile Liability insurance covering owned, non-owned and hired automotive equipment with minimum limits of \$1,000,000 combined single limit for Bodily Injury and Property Damage.

**1.4 LHWCA and Maritime Operations Coverage.** Wherever necessary for proper coverage, Workers' Compensation & Employer's Liability coverages shall include U.S. Longshoreman and Harbor Workers' Compensation Act coverage including extension to the Outer Continental Shelf, and Maritime Operations coverage including admiralty benefits, Jones Act coverage, Death on the High Seas Act coverage, Maritime Employer's Liability Including wages, maintenance and transportation, and coverage for Master and Crews.

**1.5 Watercraft Coverage.** If any water-borne vessels are employed by Subcontractor in the operations hereunder, Subcontractor shall carry or require owners of such vessels to carry Protection and Indemnity Insurance with minimum limits of \$1,000,000 and Charterer's Legal Liability and Towers Liability in the same limits wherever necessary for proper coverage.

**1.6 Aircraft Coverage.** If any aircraft are used by Subcontractor in the operations hereunder, Subcontractor shall carry or require the owners of such aircraft to carry Bodily Injury and Property Damage Liability, including Passenger Liability, of not less than \$1,000,000 Single Limit. Such insurance shall cover owned and non-owned aircraft, including rotary wing aircraft.

**1.7 Excess Liability Coverage.** If Excess (or Umbrella) Liability covering in excess of the preceding liability policies limits is carried by Subcontractor, the limit shall be reported on the required Certificate of Insurance. **Moran**, at its sole discretion, may require Subcontractor to carry such Excess Liability Coverage in amounts as **Moran** deems reasonably appropriate.

**1.8 Waiver of Subrogation and Primacy of Insurance.** Subcontractor agrees to waive subrogation (or to obtain such waiver from its insurance carrier if required by the carrier to do so) against **Moran** for any loss to Subcontractor's tools, equipment, machinery and appliances, including in-hole tools and equipment, and any watercraft and aircraft as required by this contract. Subcontractor agrees to first make claim to its insurance carrier in all instances, including but not limited to, events identified in paragraphs relating to in-hole equipment and environmental damage.

**1.9 Subcontractors' Insurance.** Subcontractor shall require all of its Sub-subcontractors to provide such of the foregoing coverage, as well as any other coverage, that the Subcontractor is required pursuant to this agreement with **Moran**. Such policies shall include the Waiver of Subrogation Clause as set forth above. However, the fact that any Sub-subcontractor provides or does not provide any of the foregoing coverages or any other coverage that Subcontractor carries shall not relieve Subcontractor of its obligations to provide said coverages. To the extent that Subcontractor does not require or its Sub-subcontractor does not obtain such coverage, the Subcontractor agrees to indemnify and hold **Moran** harmless from all claims, demands, losses, expenses, and judgments to which said coverage would have applied. The foregoing shall in no way limit the entire indemnity obligation(s) of the Subcontractor to **Moran**.

**§1.10 Failure to Comply with Insurance Requirements.** Subcontractor does hereby release, defend, indemnify, and hold harmless **Moran** from any loss **Moran** may suffer due to Subcontractor's failure to comply with all of the above insurance requirements, including the obtaining waivers of subrogation, or due to any insurance coverage being invalidated due to Subcontractor's failure to comply with the terms, conditions, and warranties of the insurance.

## **ATTACHMENT “B”**

### **List of Required Documents To Be Provided before Work is Commenced**

1. Subcontractor’s name and contact information of designated agent(s) who will be onsite at all times.
2. Written certification that all materials procured by the Subcontractor for the Project, and/or delivered to the Project for use by the Subcontractor, strictly conforms to all requirements contained within the agreement documents, including but not limited to the PA, the specifications, the plans, and addenda referred to therein, approved submittals, as well as all required codes, ordinances, permits, licenses, and official inspections and all governing authorities set forth on Ex. “A” and this exhibit.
3. Certificates of insurance coverage as set forth Section 9 and Exhibit A of this Agreement.
4. Acknowledgement of Safety Manual
5. Signed Subcontractor’s Agreement
6. Fit for duty/agilities/work step function testing.
7. Safeland USA Card
8. Current H2S training card.
9. Current Medic First Aid/CPR card or equivalent.
10. Non-DOT Pre-employment Drug & Alcohol drug tests & results.
11. Proof of enrollment into a drug & alcohol consortium. (Sign & keep a drug & alcohol policy for your company).
12. Oklahoma Workman’s Comp Waiver & Status of Facts (Waiver does not mean your exempt. You must have a policy.) and/or
13. Texas Workman’s Comp Waiver (Waiver does not mean your exempt. You must have a policy.) and/or
14. New Mexico Workman’s Comp Waiver & Status of Facts (Waiver does not mean your exempt. You must have a policy.)
15. W-9
16. Proof of business - You must have a legal state registered corporation, (LLC, LLP, *etc.*), and provide proof of articles of incorporation & Certificate from the State secretary.
17. IRS EIN designation letter.
18. Current Resume