

OKLAHOMA MUNICIPAL POWER AUTHORITY (OMPA)
POST OFFICE BOX 1960
EDMOND, OKLAHOMA 73083-1960
Telephone (405) 359-2500

INDEPENDENT CONTRACTOR AGREEMENT

The Oklahoma Municipal Power Authority (OMPA) and _____, whose address is _____(Contractor) this ____ day of _____, 20__, agree as follows:

1. Contractor shall provide the product, service and/or equipment as described Exhibit A in accordance with the terms and conditions herein.
2. Contractor shall at all times perform as an independent Contractor, solely responsible for his work methods, supervision of any and all employees or assistants and for any and all taxes, insurance and the like related to his services. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, and for safety as required by laws and regulations. Contractor shall be responsible to see that the completed work complies accurately with this agreement.
3. Work shall not be subcontracted without the written consent of OMPA.
4. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for completion of the work.
5. Unless specifically provided otherwise in writing in each case, all materials and equipment furnished for permanent installation in the work shall conform to applicable standard specifications and shall be new, unused, and undamaged when installed or otherwise incorporated in the work.
6. Contractor shall furnish, for approval, full information concerning the materials or articles which are intended for incorporation into the work. Installation of materials or equipment without such approval shall be at Contractor's risk and be subject to subsequent rejection.
7. Contractor shall continuously maintain adequate protection of the contract work, job site and materials from damage due to construction activities, the carelessness of other contractors, theft, burglary etc. until the completion and final acceptance of the work, or termination of the contract. No additional time will be granted for Contractor's failure to adequately protect the

work, materials and job site. Contractor shall bear the risk of loss or damage until the entire contract is completed and the work is accepted by OMPA.

8. Unless otherwise specified, Contractor shall give all notices and comply with all laws and regulations applicable to furnishing, and performance of the work.
9. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: all persons on the work site or who may be affected by the work; all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.
10. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. Contractor's duties and responsibilities for safety and for protection of the work shall continue until such time as all the work is completed and accepted by OMPA.
11. Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
12. Contractor shall be responsible for coordinating any exchange of material safety data sheets (MSDS) or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.
13. OMPA may advise the Contractor of any safety violations. It is Contractor's responsibility to make the necessary corrections. Failure to correct safety violations shall be grounds for an order from OMPA to cease further work and leave the job site until the condition is corrected.
14. OMPA shall not be responsible for any asbestos, PCB's, petroleum, hazardous waste or radioactive material brought to the site by Contractor or anyone else for whom Contractor is responsible.
15. Contractor shall purchase, maintain and provide proof to OMPA of such liability and other insurance which is acceptable to OMPA, is appropriate for the work being performed and furnished, and will provide protection from claims set forth below which may arise out of or

result from Contractor's performance and furnishing of the work and Contractor's other obligations under the agreement, whether it is to be performed or furnished by Contractor or by anyone directly or indirectly employed by Contractor to perform or furnish any of the work or by anyone for whose acts may be liable.

- a. Claims under worker's compensation disability benefits and other similar employee benefit acts.
 - b. Claims for damages because of bodily injury, occupational sickness or disease or death of Contractor's employees or of any other person.
 - c. Claims for damages insured by customary personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the provision of the products, service or equipment described in Exhibit A.
 - d. Claims for damages other than to the work itself because of injury to or destruction of tangible property wherever located.
 - e. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
16. In return for the services and/or equipment provided hereunder, Contractor shall bill and be paid in accordance with Exhibit B hereto.
17. Contractor warrants all equipment and materials furnished by it and all work performed by it under the contract against defective design (unless furnished by OMPA), materials and workmanship for a period of one year from and after final acceptance.
18. Contractor agrees to unconditionally indemnify, defend, and hold OMPA and OMPA's officers, agents and employees harmless from any and all claims and damages of any kind or nature arising from any services, work or equipment provided by Contractor hereunder.
19. This agreement is made under and shall be construed according to the laws of the State of Oklahoma without reference to the jurisprudence of any other jurisdiction.
20. The parties to this agreement agree to execute and deliver all documents, provide all information or take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this agreement.
21. This agreement may not be assigned by either party without the written permission of the other.
22. This agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assignees.

23. This agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

24. This agreement may be executed in multiple counterparts all of which together shall constitute but one binding agreement.

SEAL

Oklahoma Municipal Power Authority

BY: _____

ATTEST: _____

TITLE: _____

DATE: _____

SEAL

Contractor

BY: _____

ATTEST: _____

TITLE: _____

DATE: _____