

POWER TRANSFORMER FIELD SERVICES AGREEMENT
(Site Specific Construction)

THIS POWER TRANSFORMER FIELD SERVICES AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this “Agreement”), effective as of the ____ day of _____, 2025 (“Effective Date”), by and between WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC., a not-for-profit corporation existing under the laws of the State of Florida (“Company”), and _____, (“Contractor”).

WITNESSETH:

WHEREAS, Contractor is in the business of providing certain construction-related services including, but not limited to, drilling services (collectively, the “Services”), which Services are more specifically described in this Agreement and in the scope of work attached hereto as Exhibit A (the “Scope of Work”); and

WHEREAS, Company wishes Contractor to perform the Services for Company for good and valuable consideration, as is more fully described in the compensation schedule attached hereto as Exhibit B (the “Compensation Schedule”).

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES

(a) Contractor shall provide to Company the Services as described in this Agreement and in the Scope of Work attached hereto and made a part hereof.

(b) Contractor acknowledges and agrees that (i) this Agreement does not constitute an exclusive agreement between Company and Contractor; (ii) Company may purchase services similar to the Services from contractors other than Contractor; and (iii) Company does not commit to or guarantee to purchase any volume or dollar amount of Services hereunder.

2. TERMINATION

(a) Termination for Convenience. The Company shall have the right to terminate this Agreement without cause upon thirty (30) calendar days’ written notice to Contractor. In the event of such termination for convenience, Contractor’s recovery against Company shall be limited to the value of Services completed by Contractor prior to termination. Contractor shall not be entitled to any other recovery, including but not limited to recovery of loss of profits or overhead or recovery of fees on Services not performed.

(b) Termination for Cause. Company may terminate this Agreement, effective upon written notice to Contractor (subject to cure rights or other waiting periods as described below, if applicable), upon an Event of Default. Such right of termination shall not be exclusive of any other rights and remedies that Company may have at law or in equity for damages or otherwise. An “Event of Default” shall occur when (1) Contractor fails to perform or observe any material obligation(s) set forth herein in any material respect, including, but not limited to, violation of any applicable laws or regulations, or NESC, OSHA or Company-specified safety procedures, and such failure remains uncured after five (5) days’ written notice or (2) any Contractor representation or warranty contained herein shall be false or misleading in any material respect as of the date made or deemed to have been made; or (3) Contractor shall (i) commence a voluntary case

or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency, corporation or other similar law now or hereafter in effect that authorizes the reorganization or liquidation of Supplier or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of supplier or any substantial part of its property, or (ii) consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or (iii) make a general assignment for the benefit of creditors, or (iv) fail generally to pay its debts as they become due, or (v) take any corporate action to authorize any of the foregoing.

3. TERMS OF PAYMENT

(a) Company agrees to pay Contractor as compensation for the Services to be provided hereunder the amounts set forth on the attached Compensation Schedule (the “Contract Price”).

(b) Invoices shall be submitted by Contractor on or before the ____ day of the month after the month in which the Services were provided and approved by Company, and such invoices shall be due and payable by Company within thirty (30) days after receipt by Company of the invoice. Notwithstanding the foregoing, Company may, upon notice to Contractor, withhold payment for Services that fail to meet the minimum performance standards set forth herein and in the Scope of Work attached hereto and/or for any disputed invoiced items or any other related matters. Such non-payment shall not constitute a default or breach of this Agreement. In the event of any dispute between Company and Contractor with respect to performance standards, invoiced items or other related matters, Company shall pay the undisputed portion of the invoice according to its terms and notify Contractor promptly of the dispute. The parties shall use their best efforts to resolve a dispute within thirty (30) days. In the event the parties are unable to resolve a dispute within thirty (30) days, the parties shall comply with the provisions set forth in Section 19 hereof.

(c) Contractor shall be responsible for and pay all taxes, levies, duties, assessments and deductions of every nature required by law in connection with the provision of Services under this Agreement.

4. CHANGE ORDERS

Any requested changes by Company to the Scope of Work shall be in the form of a written change order which describes the addition(s), deletion(s), or modification(s) to the Scope of Work and shall include any mutually agreed-upon adjustments to the Contract Price.

5. LOCATION OF FACILITIES

Contractor shall be solely responsible for verifying the location of any and all underground facilities in or near the area where the Services will be performed. Contractor shall abide by the Underground Facility Damage Prevention and Safety Act, Chapter 556, *Florida Statutes* (the “Act”), and Contractor shall be liable for any damage to underground facilities in or near the area of the Services which results from Contractor’s failure to comply with the requirements of the Act. In addition, Contractor shall notify the Florida Department of Transportation of the Services to be performed prior to the commencement of such Services.

6. MATERIALS

Contractor shall pick up any Company-provided materials and equipment (collectively, the “Materials”) and return the Materials to the location designated by the Company. Contractor shall be liable for damage to or loss of any Materials in Contractor’s possession.

7. REPRESENTATIONS AND WARRANTIES

Contractor represents, warrants and further covenants that:

(a) The Services provided hereunder shall be performed by Contractor and its agents and subcontractors, if any, in a professional manner by qualified personnel trained and skilled in the performance of the specific Services involved; and

(b) Contractor has and shall have the necessary equipment, software and qualified personnel available to furnish the Services under this Agreement and that such personnel shall, at all times, be fully licensed, bonded and insured and in compliance with the applicable statutes and regulations of the country, state and/or county in which the Services are being performed.

8. INDEMNIFICATION

(a) Contractor hereby indemnifies, defends and holds Company and its respective shareholders, officers, directors, employees and agents harmless from and against any and all liabilities, penalties, damages, costs, judgments, settlements, attorneys' fees and disbursements, or other expenses of any nature whatsoever paid or incurred in connection with claims by any third person:

(1) arising from or proximately relating to any breach by Contractor of any representation or warranty herein;

(2) relating to any Contractor employee's or agent's entitlement to benefits under any applicable law, rule or regulation;

(3) in connection with or arising out of any death, personal injury or damage to tangible property, including environmental violations, to the extent caused by the negligence of Contractor's employees, agents or subcontractors relating to or arising from any Services performed pursuant to this Agreement; or

(4) arising out of, directly or indirectly, or proximately relating to the performance or non-performance of activities by Contractor, any entity acting for or on behalf of Contractor in connection herewith, or the performance of anyone employed by Contractor or agent of Contractor, or due to any breach by Contractor of the terms of this Agreement.

(b) With regard to any claims described herein, Contractor shall control the defense and settlement of such claims; provided, however, that Contractor shall not settle any claim without Company's prior written consent, which consent shall not be unreasonably withheld. Contractor shall permit Company to participate in any such defense at Company's expense. Promptly upon Contractor's request, Company shall provide all reasonable assistance in the defense of such claims at Contractor's expense.

9. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, riots, rebellions, accidental explosions, floods, storms, acts of God and similar occurrences. The party claiming such force majeure condition shall notify the other party as promptly as practicable after such party becomes aware of the occurrence of such force majeure condition. If there is any such delay, then the periods for the completion of the parties' obligations hereunder shall be automatically extended by the period of such delay. In every case, the party claiming excusable delay shall

exercise all reasonable efforts to mitigate the extent of such delay or failure. Notwithstanding the foregoing, Company may terminate this Agreement in the event that Contractor is unable to fulfill its obligations pursuant to this Agreement because of such excusable delays which continue in effect for thirty (30) consecutive days.

10. INDEPENDENT CONTRACTOR

Contractor shall provide the Services as an independent contractor on a non-exclusive basis and nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment, or relationship of principal and agent between the parties hereto or any of their affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. Contractor acknowledges that the Services performed hereunder are solely within its control, and neither Contractor nor any Contractor representative, agent or subcontractor will hold itself out as anything but an independent contractor to Company. Contractor agrees to indemnify and hold Company harmless from any loss, claim, damage, costs or expense of any kind, including reasonable attorney's fees and court costs, to which Company may be subjected to by virtue of any finding related to an employment, partnership or joint venture relationship between Contractor or any of its representatives, agents or subcontractors and Company. Contractor agrees that upon hiring any persons, Contractor shall, at that time, clearly convey to such person that Contractor, and not Company is the employer of such persons.

11. INSURANCE REQUIREMENTS

(a) Contractor shall maintain, at its sole expense, throughout the performance of its obligations under this Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies satisfactory to Company:

(1) **Comprehensive General Liability** (Combined Single Limits), written on a "ISO" commercial liability form or its equivalent, covering bodily injury, death, and property damage, including advertiser's liability and personal injury, with broad form contractual liability endorsement in the minimum amount of One Million Dollars (\$1,000,000) per loss.

(2) **Worker's Compensation Insurance**, in statutory limits required by Florida law and Employer's Liability Insurance, in the minimum amount of One Million Dollars (\$1,000,000) per loss.

(3) **Comprehensive Automobile Liability Insurance** in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage covering owned and non-owned hired vehicles.

(4) **Umbrella Liability Insurance** in the minimum amount of Three Million Dollars (\$3,000,000) per loss. This policy shall provide excess limits for automobile, comprehensive general liability and employer's liability coverage.

(b) Each policy required pursuant to subsections (1), (3), and (4) above shall be endorsed naming Company and its direct or indirect parent companies and all of its and their affiliated, associated, and subsidiary companies, corporations, joint ventures, partnerships or individuals and/or any other party in interest that is required by contract to be named, now existing or hereafter constituted or acquired, as an additional insured under Contractor's policy.

(c) Contractor shall provide Company with certificates of insurance evidencing the coverage and limits described above on the date of execution of this Agreement and renewal certificates not more

than ten (10) days after the expiration of the certificate it renews. The certificates of insurance shall provide that Company be given no less than thirty (30) days prior written notice of renewal, alteration, termination or cancellation and no less than ten (10) days notice in the event of non-payment of any premium. Notwithstanding the foregoing, Contractor agrees to replace any coverage prior to the date of cancellation. Contractor shall also require the insurance carrier to notify Company of any claim filed under any insurance policy described herein. In addition, each carrier shall provide to Company each year during the Term of this Agreement, on the anniversary date of the Effective Date, a certification that all of the foregoing policies are in full force and effect and not subject to any termination provisions therein. Contractor's failure to maintain the required insurance shall constitute a material breach for which Company may elect to terminate this Agreement.

12. SUBCONTRACTING

To the extent that Contractor subcontracts to third parties any of its obligations set forth in this Agreement, Contractor shall remain fully responsible for such obligations and for all acts or omissions of its subcontractors or agents. Company reserves the right to reject Services of any subcontractors of Contractor which are not in conformance with the standards set forth in this Agreement and in the Scope of Work and does not constitute or imply authorization of any expensed which are not explicitly set forth in Exhibit B. Nothing in this Agreement shall be construed to create any contractual relationship between Company and any subcontractor or agent, nor any obligation on the part of Company to pay or see to the payment of any money due to any subcontractor or agent, except as may be otherwise required by law.

13. NOTICES AND CONTRACT REPRESENTATIVES

All notices, demands and other communications hereunder shall be in writing and shall be deemed given to the other party when delivered by personal delivery, overnight, regular or certified mail, or by messenger or courier services properly addressed to the party set forth below, postage or fees prepaid or billed to sender's account with proof of delivery, or in the case of certified mail or overnight delivery, rejection after attempted delivery. For purposes of this Agreement, mail notices shall be deemed given upon seventy-two (72) hours following deposit in the mail. Either party may, by notice, specify a different person or address than the person or address listed below.

Contractor Representative:

Name: _____
Title: _____
Contractor Name: _____
Contractor Address: _____

Telephone: _____
Fax: _____

Company Representative:

Name: _____
Title: _____
Company Address: _____

Telephone: _____
Fax: _____

14. EQUAL EMPLOYMENT OPPORTUNITY

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but is not limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of Section 14 (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

15. ASSIGNMENT

No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void. Nothing contained herein shall prevent the use by, or the assignment of this Agreement, or any rights acquired hereunder, by Company to any affiliate of Company.

16. FURTHER ASSURANCES

Each party agrees to negotiate in good faith the execution of such other documents or agreements as may be necessary or desirable for the implementation of this Agreement and the effective execution of the transactions contemplated hereby, and shall continue to do so during the Term of this Agreement.

17. DISPUTE RESOLUTION

In the event of any dispute or disagreement between the parties hereto either with respect to (a) the interpretation of any provision of this Agreement, (b) the performance of either party of its duties hereunder or (c) any invoice issued hereunder, each of the parties shall appoint a designated officer to meet for the purpose of endeavoring to resolve such dispute. No formal proceedings for the judicial resolution of such dispute may be commenced until the date on which either of the designated officers notifies the other in writing that he/she has concluded that an amicable resolution of the matter in issue does not appear likely.

18. ATTORNEYS' FEES

In any dispute arising under this Agreement, the prevailing party shall be entitled to recover all attorneys' fees and costs.

19. COMPLIANCE WITH LAWS

Contractor agrees that it shall comply with all applicable federal, state, and local laws, ordinances and codes in performing its obligations hereunder, including the procurement of licenses, permits, certificates and any other requirements with regard to the Services to be provided hereunder. If, at any time during performance of the Services under this Agreement, Contractor is informed or information comes to its attention that it is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), Contractor shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects.

20. SUCCESSORS

This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

21. SURVIVAL

The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession or termination of this Agreement.

22. GOVERNING LAW

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

23. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

24. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

25. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

(a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

(b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

26. ENTIRETY OF AGREEMENT

This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

By: _____

Name: _____

Its: _____

Date: _____

COMPANY

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

GENERAL: Contractor shall provide the services outlined below. See transformer drawings, which are attached hereto as Exhibit C.

The power transformer is located at 17029 East Rd, Hudson, FL 34667 and will be moved to 2405 Industrial Loop, Brooksville, FL 34604.

WREC will handle and coordinate lifting of transformer, transportation of transformer and components, and placement of transformer at designated site.

1. POWER TRANSFORMER BREAKDOWN AND REASSEMBLY:

Contractor shall perform the following:

- Drain oil into clean, dry tanker.
- Remove all bushings, radiators, and arrestors
- Palletize or crate all components for transportation.
- Completely re-assemble transformer including re-gasketing of components that were removed.
- Preform 24 hours of vacuum dehydration.
- Process oil and vacuum fill transformer.
- Preform full Doble testing.
- **Work shall be completed by November 7, 2025.**

EXHIBIT B
COMPENSATION SCHEDULE

The Contractor hereby declares that he/she has read and understands the Contract Documents herein and hereby proposes to furnish all labor, equipment and materials necessary to complete the Work in accordance with the General Terms and Conditions and the Specifications.

Pricing shall be fixed and shall include but not be limited to: any required Mobilization/Demobilization (unless broken out separately below), labor, supervision, materials, tools, small tools, equipment, fuel, travel time, consumables, appropriate fall protection and personal protection equipment (PPE), and all costs for overhead, profit and insurance.

1. Power Transformer Oil Processing, Breakdown and Reassembly Items (See Scope of Work, Item 1):

1.1. Fixed Price for Power Transformer Breakdown and Reassembly: \$ _____

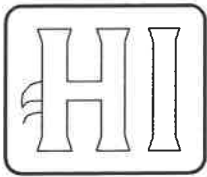
2. Mobilization/Demobilization:

2.1. Fixed Price for Mobilization: \$ _____

2.2. Fixed Price for Demobilization: \$ _____

3. TOTAL NOT TO EXCEED CONTRACT PRICE:

\$ _____
(Sum of items 1.1+2.1+2.2)



LOAD TAP CHANGING TRANSFORMER

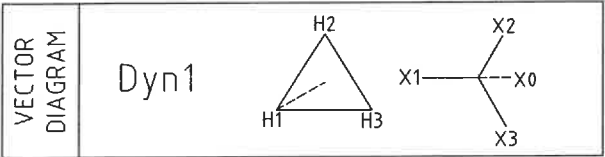
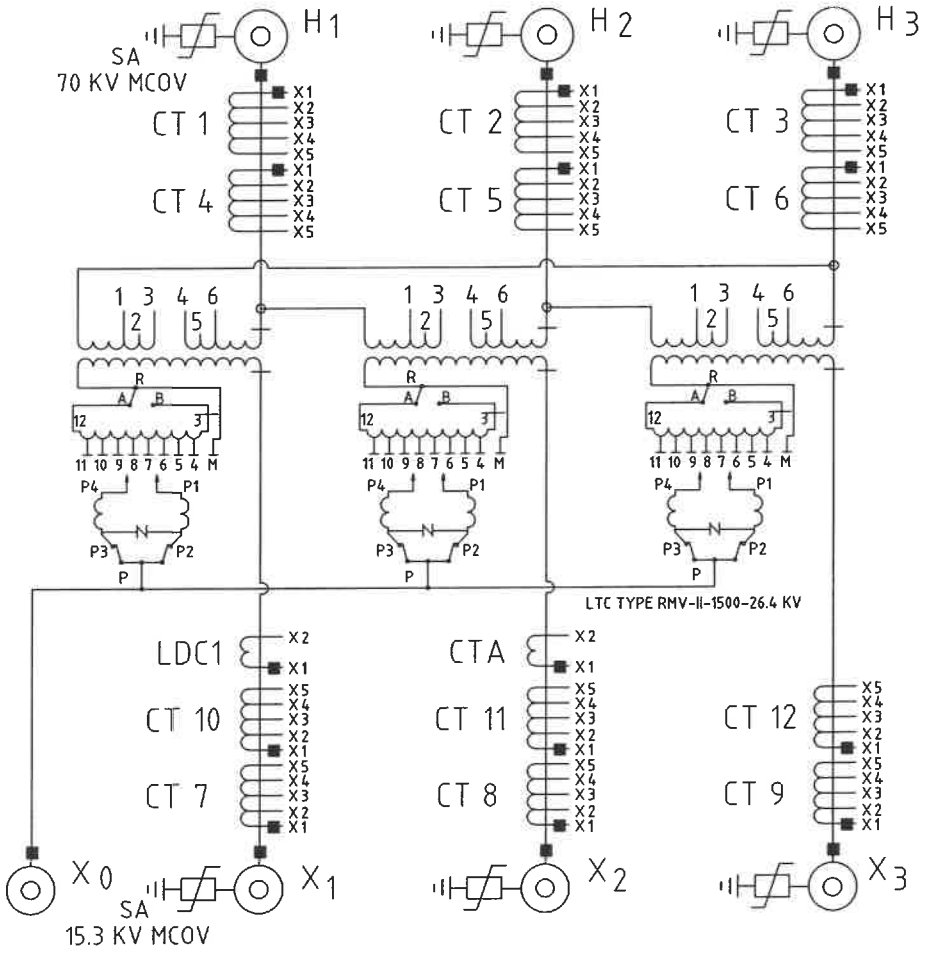
CLASS ONAN/ONAF/ONAF
MVA 30.0/40.0/50.0
MVA 33.6/44.8/56.0

3-PHASE 60 HERTZ
CONT. TEMP. RISE 55°C
CONT. TEMP. RISE 65°C

HV 115000 DELTA VOLTS
LV 24940 GNDY/14400 VOLTS
LV NEUTRAL

BIL 550 KV
BIL 150 KV
BIL 150 KV

IMPEDANCE 00.00 % AT 115000/24940 VOLTS AND 30.0 MVA



FOR STEP DOWN OPERATION
ADD'L DETAILS ON NAMEPLATE 0034-080020-420 & 0034-080050-420
HI PRODUCT INSTRUCTION MANUAL HI-120

APPROXIMATE WEIGHTS		LBS.
CORE AND COIL - UNTANKING		78610
PREVENTIVE AUTOTRANS.		4330
TANK AND FITTINGS		51295
OIL MAIN TANK	9110 GAL.	68325
OIL RADIATORS	525 GAL.	3935
OIL LTC TANK	270 GAL.	2025
OIL TOTAL	9905 GAL.	74285
TOTAL WEIGHT		208520

SERIAL NUMBER: 000000-0000
MANUFACTURE DATE: 00/00
ALL WINDINGS CU
HOWARD INDUSTRIES, INC.
ELLISVILLE, MS

Ø0.188 HOLE (4 PLACES)

9.125
9.500

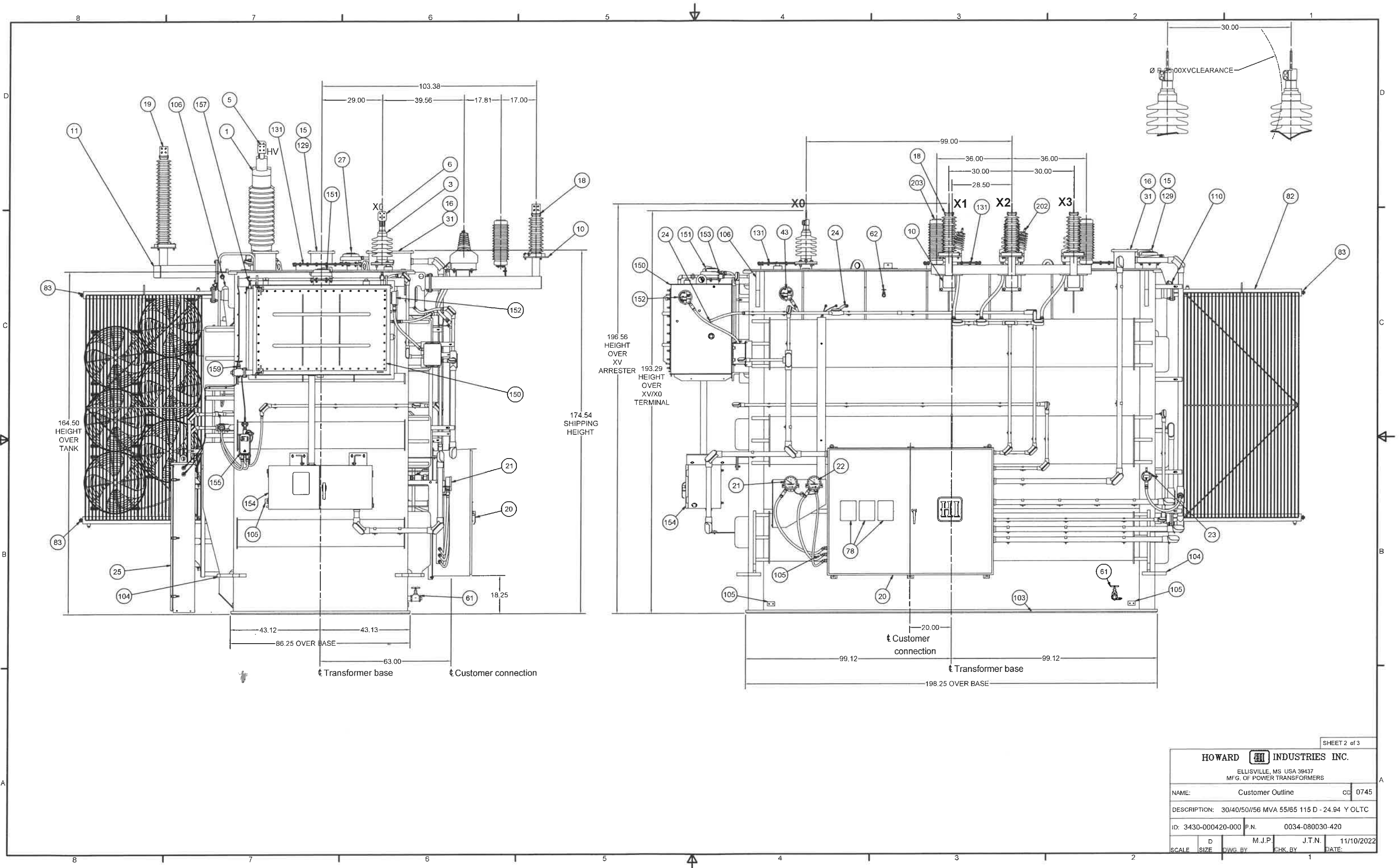
CUSTOMER: WITHLACOOCHEE RIVER COOP, INC.
P.O. NUMBER: 237645 & 237646
LOCATION: DADE CITY

MATERIAL: 0.018" THK. 304 STAINLESS STEEL

ACTUAL IMPEDANCE, SERIAL NUMBER, AND MANUFACTURE DATE WILL BE ADDED AFTER TEST.
CUSTOMER, PO#, AND LOCATION WILL BE FILLED IN WHEN CUSTOMER BOOKS ARE PRINTED.

TRANSFORMER DESIGNED FOR A NOMINAL IMPEDANCE OF 6.0% @ 30.0 MVA

					HOWARD INDUSTRIES INC.			
					ELLISVILLE, MISS. USA 39437 MFG. OF MEDIUM POWER TRANSFORMERS			
					NAME	NAMEPLATE - RATINGS & CONN. DIAGRAM	C.C.	0018
					DESC.	30/44/50//56 MVA 55/65 °C 115D - 24.94Y KV		
					CAT.	3430-000420-000		
REV.	DATE	DESCRIPTION	BY	APP.	SCALE	FULL	DWG BY	JTN
					CHK. BY	000	DATE	12/12/22



SHEET 2 of 3

HOWARD INDUSTRIES INC.				
ELLISVILLE, MS USA 39437				
MFG. OF POWER TRANSFORMERS				
NAME:		Customer Outline		CD 0745
DESCRIPTION: 30/40/50/56 MVA 55/65 115 D - 24.94 Y OLTC				
ID: 3430-000420-000		P.N. 0034-080030-420		
SCALE	D SIZE	DWG BY	M.J.P.	J.T.N.
		CHK. BY		DATE: 11/10/2022

