- (10) Acceptance. Delete the words "Subject to the approval of the Administrator."
- (g) RUS Form 238 Construction or Equipment Contract Amendment. If the contract amendment does not require RUS approval, in accordance with § 1726.24(b), the borrower may delete from RUS Form 238 the following sentence:
- "(The Administrator of RUS is hereby authorized to approve this amendment either in whole or in part and to delete such items as do not meet his approval.)"
- (h) RUS Form 257 Contract to Construct Buildings. No modifications.
- (i) RUS Form 282 Subcontracts. The applicable modifications are as follows:
- (1) Section 6, line 3. Delete the words "and the Administrator of the Rural Utilities Service (hereinafter called the Administrator)."
- Administrator)."
 (2) Section 7, line 2. Change Section 7, line 2 to read as follows:
- "approved in writing by the Owner and the Surety, if any; provided, * * *"
- (3) *Section 7, line 3.* Delete the words "and the Administrator."
- (j) RUS Form 764 Substation and Switching Station Erection Contract. For contracts NOT requiring approval of the Administrator (in accordance with subparts B through F of this part) the applicable modifications are as follows:
- (1) Notice and Instructions to Bidders, Section 10. Delete the words "and such acceptance has been approved by the Administrator."
- (2) Contractor's Proposal, Article II, Section 1.a. Replace the word "Administrator" with the word "Owner" in two places in the referenced section.
- (3) Contractor's Proposal, Article II, Section 1.d, Sentence 1. Delete the words "and with the approval of the Administrator 1" and the associated footnote.
- (4) Contractor's Proposal, Article II, Section 1.d, Sentence 2. Delete the words "and approved by the Administrator 2" and the associated footnote.
- (5) Contractor's Proposal, Article III, Section 1. Delete the words "and the Administrator" in five places in the referenced section.
- (6) Contractor's Proposal, Article III, Section 1.b. Replace the word "Administrator" with the word "Owner."
- (7) Contractor's Proposal, Article III, Section 1.e. Replace the word "Administrator" with the word "Owner."
- (8) Contractor's Proposal, Article VI, Section 1.e. Delete the words "and the Administrator."

- (9) *Contractor's Proposal, Article VI.* Delete Section 10.
- (10) *Acceptance*. Delete the words "Subject to the approval of the Administrator."
- (k) RUS Form 786 Electric System Communications and Control Equipment Contract (including installation). For contracts NOT requiring approval of the Administrator (in accordance with subparts B through F of this part) the applicable modifications are as follows:
- (1) Article I, Section 2. Delete the words "subject to the approval of the Administrator 1" and "and approved by the Administrator 2" and the associated footnotes.
- (2) Article II, Section 1, Sentence 2. Replace the word "Administrator" with "Purchaser."
- (3) Article II, Section 5. Delete the words "subject to the approval of the Administrator 3" and "subject to the approval of the Administrator 4" and the associated footnotes.
- (4) Article III, Section 2, Sentence 3. Replace the words "if the Administrator shall so approve" with the words "if the Purchaser shall so approve."
 - (5) Article VI. Delete Section 7.
- (6) Acceptance. Delete the words "Subject to the approval of the Administrator."
- (l) RUS Form 790 Distribution Line Extension Construction Contract (Labor and Materials). No modifications.
- (m) RUS Form 792 Distribution Line Extension Construction Contract (Labor Only). No modifications.
- (n) RUS Form 830 Electric System Construction Contract. No modifications.
- (o) RUS Form 831 Electric Transmission Construction Contract. For contracts NOT requiring approval of the Administrator (in accordance with subparts B through F of this part) the applicable modifications are as follows:
- (1) Notice and Instructions to Bidders, Section 10. Delete the words "and such acceptance has been approved by the Administrator."
- (2) Contractor's Proposal, Article II, Section 1.d. Delete the words "with the approval of the Administrator 1" and "and approved by the Administrator 2" and the associated footnotes.
- (3) Contractor's Proposal, Article II, Section 4.a. Delete the words "and approved by the Administrator 3" and the associated footnote.
- (4) Contractor's Proposal, Article III, Section 1.a. Sentence 4. Delete the words "and the Administrator."
- (5) Contractor's Proposal, Article III, Section 1.b. Replace the word "Administrator" with the word "Owner."

- (6) Contractor's Proposal, Article III, Section 1.c. Delete the words "and the Administrator" in four places in the referenced section.
- (7) Contractor's Proposal, Article III, Section 1.e. Replace the word "Administrator" with the word "Owner."
- (8) Contractor's Proposal, Article VI, Section 1.e. Delete the words "and the Administrator."
- (9) *Contractor's Proposal, Article VI.* Delete Section 11.
- (10) *Acceptance*. Delete the words "Subject to the approval of the Administrator."

§ 1726.255 Prior approved contract modifications related to indemnification.

- (a) As an alternative to the indemnification provision required in RUS standard construction contract forms in those jurisdictions requiring specific language concerning the requirement that the indemnitor indemnify the indemnitee for the indemnitee's own negligence, the borrower may add the words "otherwise this provision shall apply to any alleged negligence or condition caused by the Owner" so that the first paragraph reads as follows:
- "i. To the maximum extent permitted by law, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including but not limited to Bidder's employees) and loss, damage to or destruction of Owner's property or the property of any other person or entity (including but not limited to Bidder's property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or services performed by Bidder, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making Bidder liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Owner, otherwise this provision shall apply to any negligence or condition caused by the Owner.'
- (b) As an alternative to the indemnification provision required in RUS standard construction contract forms in those jurisdictions that have a legal prohibition against one party indemnifying another for the other's negligence, the borrower may replace the words "defend, indemnify, and hold harmless" with the words "shall pay on behalf of" so that the first paragraph reads as follows:
- "i. To the maximum extent permitted by law, Bidder shall pay on behalf of Owner and Owner's directors, officers, and employees from all claims, causes of action, losses,