

Engineering Fees, (Exhibit B) or a facsimile thereof. Where a fixed amount or percentage is used in the attachments checked in section 3.17 above, the same fixed amount or percentage shall be used in the statement of engineering fees.

3.20 Contract Amendment. When the total engineering fee exceeds the initial contract estimate by 20% or more, an amendment to the contract shall be required as set forth in 7 CFR Part 1753.

3.21 Compensation for Corrections. No compensation shall be due or payable to the Engineer, pursuant to this Agreement, for any engineering services performed by the Engineer in connection with effecting of corrections to the design or construction of the Project, when such corrections are required as a direct result of failure by the Engineer to properly fulfill one or more of the Engineer's obligations as set forth in this Agreement.

3.22 Force Majeure. The Engineer shall not be held responsible for Project delays which are a result of Owner delays, Contractor delays or acts of God. The Engineer shall not be entitled to additional compensation unless the delays are the result of the Owner's negligence.

3.23 Contract Beneficiaries. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Owner, the Engineer and the Administrator, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of the Owner, Engineer and Administrator and not for the benefit of any other party. This paragraph does not relieve the Engineer of any obligation or responsibilities conferred upon licensed engineers under State law.

3.24 Addenda. Any addenda required for this contract should be placed before Table 1.

3.25 Contract Completion and Closeout. Upon completion of all services covered by this Contract, the Engineer shall execute the Final Statement of Engineering Fee, RUS Form 506, and submit copies to the Owner as prescribed under 7 CFR 1753 Subpart B.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

____ Owner

By _____ President

ATTEST: _____ Secretary

____ Engineer

By _____ President, Partner (Strike out inapplicable Designation—If partnership, all partners shall sign)

ATTEST: _____ Secretary

TABLE 1

Description of project (Attach supplemental sheets, as required)

____ EXCHANGE

MILEAGE OF OUTSIDE PLANT ____

EQUIPMENT BUILDING ¹ ____

CENTRAL OFFICE EQUIPMENT ¹ ____

ASSOCIATED FACILITIES ² ____

OTHER ³ ____

EXCLUDED SERVICES ² ____

¹ Insert "new" or "additional" or "none" as appropriate.

² Insert "none" or list as appropriate.

³ Describe.

TABLE 2

Schedule of Time, Expense and Equipment Usage Rates, Dated ____

1. Time Rates. Includes all costs associated with the employees except for those itemized in Paragraph 2, below. Job Classification and Employee Name, if Known _____ Hourly Billing Rate ____ (Attached supplemental sheet, as required)
2. Expense Rates. These shall include subsistence expense, if any, paid to (or on behalf of) employees; plus reasonable employee transportation costs; plus the cost of printing (including mailing and transportation expenses), telephone, facsimile, and other materials and equipment related to the Project.
3. Test Equipment and Computer Usage Rates. Description of Equipment _____ Hourly Billing Rate ____ (Attached supplemental sheet, as required)
4. Review of Rates. To the extent that the completion date of the Agreement, to which this Table 2 applies, shall extend 12 months beyond the date when this Agreement is originally executed; and on each subsequent anniversary of such Agreement this schedule of rates shall be verified or modified in writing by the Parties, to new rates mutually agreeable to the Parties to such Agreement, until Completion or Termination of such Agreement as provided therein.
5. Information for Owner. With each invoice for payment, the Engineer shall furnish the Owner information of the type outlined in a jointly approved format similar to that shown in Exhibit A.
6. Compensation Payment. Unless otherwise specified in this Agreement, compensation payable pursuant to Table 2 shall be due and payable ten (10) days after approval of the Owner of the service performed and the invoice of the Engineer, including the detail breakdown of the cost by the portion of the Project and section of the contract for which the service was performed. The Engineer shall be notified, within ten (10) days of receipt of invoices, of any discrepancies which require correction or addition as precedent for payment of such invoices by the Owner.

EXHIBIT A

Suggested Information and Format for Time and Expense Billing

Certificate of Time, Expense and Equipment Usage Charges

Project Designation: _____

Postloan Engineering Contract, RUS Form 217: _____

Name: _____

Dated: _____

Classification: _____

Invoice period ending: _____

Date: _____

Service Performed * _____

Hourly Rate _____

Number of Hours _____

* Service performed to be included by description of activity and by reference to paragraph number in RUS Form 217 Attachment. Example: Pre-Bid Conference: 217c 3 refers to conducting Pre-Bid Conference.

Extended Costs _____

Miles Driven _____

Cost Per Mile _____

Extended Costs _____

Other Transportation _____

Air Travel _____

Other (Explain) _____

Extended Costs _____

Lodging _____

Subsistence _____