

performance requirements of the plans and specifications. The Engineer shall make recommendations for the correction of performance or operational difficulties. All cases of performance or operational difficulties due to faulty installation or defective equipment shall be reported to the Contractor, for correction. When the corrections have been made, the Engineer shall retest the equipment. The Engineer shall furnish test equipment, when required, for all required tests or measurements performed by the Engineer.

The Owner and a representative of the Administrator will normally conduct a final inspection of completed construction. When requested by the Owner, a qualified representative of the Engineer shall be present.

**Section 4. Final Documents.** The Engineer shall prepare or cause to be prepared, and shall submit to the Owner for approval, in a format suitable for approval by the Administrator, complete and detailed final documents as specified in 7 CFR 1753 and a statement showing the total amounts due the Contractor, pursuant to the terms of the contract, including any amendments thereto. The final documents shall be submitted for the Owner's approval within forty (40) calendar days after the completion of construction based on the date on the certificate of completion covered by each central office equipment contract and each installation contract.

**Section 5. Compensation.**

**A. Time and Expense.** The Owner shall pay the Engineer "time and expense" compensation as outlined in the current Table 2 of this Agreement for: (1) All services performed pursuant to section 1; (2) "rebidding" pursuant to paragraph C of section 2; (3) all services in connection with additions to, replacement of components in, modifications of, or removal of, existing central office equipment; (4) all services pursuant to paragraphs F, H, and I of section 2; and (5) all services pursuant to section 3.

**B. Percent of Cost.** The Owner shall pay the Engineer for all other services performed pursuant to this RUS Form 217b, including final documents, for each central office equipment contract an amount equal to: \_\_\_\_\_ percent (\_\_\_\_%) of the first one hundred thousand dollars (\$100,000); plus \_\_\_\_\_ percent (\_\_\_\_%) of the next three hundred thousand dollars (\$300,000); plus \_\_\_\_\_ percent (\_\_\_\_%) of the balance of the installed cost of such equipment for each complete new central office equipment contract, and for each installation contract an amount equal to \_\_\_\_\_% of such installation contract. Ninety percent (90%) of such sums shall be due and payable ten (10) days after approval by the Administrator of each contract (or force account proposal) and the balance of the compensation shall be due and payable ten (10) days after approval by the Owner and the Administrator of a certificate of completion of installation for each such equipment.

"Installed cost" shall mean the total cost of labor and materials of the central office equipment as shown on the final inventory documents prepared by the Engineer and approved by the Owner and the

Administrator. For a materials only contract, "installed cost" shall mean the amount for materials shown on the final inventory documents.

**Section 6. Section Reference.** Unless otherwise specified or indicated, any reference to "section" shall mean within this attachment (RUS Form 217b—Central Office Equipment Engineering Services).

**Attachment—RUS Form 217c**

#### *Transmission Facilities Engineering Services*

**Section 1. Review of Requirements.** Prior to the preparation of plans and specifications for transmission facilities the Engineer shall review with the Owner the up-to-date requirements of the Project, as related to transmission facilities.

**Section 2. Plans and Specifications.** The Engineer shall prepare, and submit to the Owner in a format suitable for approval by the Administrator, the plans and specifications for the purchase and installation of such transmission facilities in sufficient time to allow normal scheduled delivery and installation of such to coordinate with the schedule of completion of the Project.

**Section 3. Contracts.**

**A. Bid or Proposal.** The Engineer shall be available to each prospective bidder for consultation with respect to the details of the plans and specifications and all other matters pertaining to the preparation of the proposals for the supply of equipment or services therefor. All changes to or clarifications of the plans and specifications provided to one prospective bidder shall be provided by the engineer in writing to all other prospective bidders and to the Owner.

The Engineer shall attend and supervise all technical prebid review meetings and openings of quotes for the furnishing of equipment or services therefor. Where additions to existing equipment are proposed, a quote may be solicited from the original supplier or separate materials and installation contracts may be requested from several suppliers. The Engineer shall carefully check all quotes received and shall render to the Owner assistance in connection with the Owner's consideration of the quotes received so that contracts may be prudently and properly awarded.

The Engineer shall submit in writing to the Owner recommendations of first and second choice of bidders stating the reasons therefor, or, if the analysis of quotes indicates that no quote is satisfactory because of prices or other conditions, the Engineer shall recommend to the Owner that all quotes be rejected, giving the reasons therefor. Unless otherwise directed by the Owner, the Engineer shall proceed in respect to rebidding in the manner provided for herein for the initial bidding.

**B. Award of Contract.** Upon receipt of notice from the Owner of the Administrator's approval of the award of any contract, or bid proposal, the Engineer shall prepare and submit contracts in accordance with 7 CFR Part 1753.

**C. Contract Amendments.** If, after any such contract has been approved by the Owner and the Administrator, it shall be determined by the Owner that any change or changes in

the plans and specifications are advisable, the Engineer shall prepare and submit a contract amendment in accordance with 7 CFR Part 1753.

**D. Compliance.** The Engineer shall review all equipment lists and manufacturer's drawings, and other data submitted by the Contractor, to determine apparent compliance of such lists, drawings and other data with the approved contract. This shall not relieve the Contractor of its obligation to meet the performance specifications of the contract.

**E. Pre-Installation Meeting.** The Engineer shall arrange, when requested by the Owner, at a mutually agreeable time, a pre-installation meeting between the Contractor, Owner and Engineer to clarify areas of responsibility, check delivery and completion scheduling and to assure that the Contractor comply with the plans and specifications.

**F. Customer Information and Engineering Meeting.** The Engineer shall arrange, if necessary, at a mutually agreeable time a customer information and engineering meeting with Owner, Contractor and Engineer to review the Contractor's proposal, equipment lists, software, data requirements, translation requirements, etc. prior to beginning of manufacture.

**G. Progress Reports.** A competent representative of the Engineer shall make periodic visits to the equipment installation site to inspect the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract. The Engineer shall report at least monthly to the Owner in writing stating the results of Inspections. When the Engineer observes any failure of the executed work or work in progress to comply with the requirements of the contract, this shall be reported to the Owner immediately. These reports shall include suitable recommendations. If the engineer observes an unsafe practice, his only responsibility shall be to consult immediately with the Contractor and if his concerns are not satisfied, to notify the Owner immediately.

**Section 4. Tests.** The Engineer shall conduct, or cause to be conducted, such tests as required by the Owner and the Administrator to determine that the equipment meets the performance requirements of the plans and specifications. The Engineer shall make recommendations for the correction of performance or operational difficulties. All cases of performance or operational difficulties due to faulty installation or defective equipment shall be reported to the Contractor for correction. When the corrections have been made, the Engineer shall retest the equipment. The Engineer shall furnish test equipment, when required, for all required tests or measurements performed by the Engineer.

The Owner and a representative of the Administrator will normally conduct a final inspection of completed construction. When requested by the Owner, a qualified representative of the Engineer shall be present.

**Section 5. Final Documents.** The Engineer shall prepare or cause to be prepared, and