

- (1) The total Cost of labor and other;
- (2) The total Cost of materials; and
- (3) The Number of calendar days required for the construction.

2. After receipt of notice by the Engineer from the Owner of approval by the Administrator of the force account proposal, the Engineer, in collaboration with the Owner, shall fix a date for the commencement of construction. In the determination of this date, consideration shall be given to the status of material deliveries, Staking, easements, and the availability of competent construction personnel and adequate equipment to facilitate continuous construction in an efficient and expeditious manner. Such date as agreed upon shall be submitted to the Administrator by the Owner and the date thus established shall be the "Commencement Date" for the construction. The Engineer shall be available to the Owner for consultation with respect to the details of the plans and specifications and all other matters pertaining to the construction of the Project.

3. If, after the force account proposal has been approved by the Owner and the Administrator, it shall be determined by the Owner that any change or changes in the force account proposal are advisable, the Engineer shall prepare and submit to the Owner all necessary details in connection with the change or changes, and upon approval thereof by the Owner, the proposed change or changes shall be submitted by the Owner to the Administrator. To the extent that the Administrator approves such proposed change or changes they shall be included as part of the force account proposal, and the Engineer shall immediately proceed in respect of any additional Staking, construction, and material contracts or amendments required thereby in like manner as though such Staking, construction, and material contracts or amendments were originally included as part of the force account proposal.

Section 5. Compensation

A. The Owner shall pay the Engineer for services performed pursuant to this RUS Form 217f (except as provided in paragraph B of this section) as follows:

1. The sum of __ dollars (\$__) or when the outside plant is divided into sections for construction purposes requiring separate plans and specifications for each section; a sum of __ dollars (\$__) for each such section for which complete plans and specifications are prepared; plus,
2. The sum of __ dollars (\$__) for each approved amendment to the contract; plus
3. The sum of __ dollars (\$__) per mile for each mile of Project line facilities (1) included in the plans and specifications, and (2) added or deleted by approved amendments to the plans and specifications; plus
4. The sum of __ dollars (\$__) for each approved force account proposal. The compensation payable under paragraph A of this section shall be due and payable ten (10) days after the approval of the plans and specifications or approved amendments by the Owner and the Administrator.

B. The Owner shall pay the Engineer "time and expense" compensation as defined in the current Table 2 of this Agreement for services: (1) as requested by the Owner, in connection with corrections to, or the furnishing of, items required to be furnished by the Owner per section 2; (2) required under section 3; (3) in connection with underground conduits, paragraph B6 of section 4; (4) for changes in force account plans and specifications, paragraph D3 of section 4; and (5) in connection with the conducting of the Pre-Bid Conference, and for rebidding, paragraph C3 of section 4.

Section 6. Section Reference. Unless otherwise specified or indicated, any reference to "section" shall mean within this attachment (RUS Form 217f—Outside Plant Plans and Specifications and Contracts).

Attachment—RUS Form 217g

Outside Plant Construction Phase Engineering Services

Section 1. Construction Phase.

A. General. As engineering representative of the Owner, and in accordance with sound and accepted engineering practices, the Engineer: (1) shall provide Construction Administration and Inspection services; (2) shall assist the Owner in obtaining the expeditious and economical construction of the Project in accordance with the approved plans and specifications, the terms of the construction contract or force account proposal, and 7 CFR Part 1753; and (3) shall have and exercise sole responsibility for the issuance of supplemental directives to the Contractor regarding the Contractor's performance in accordance with the terms of the construction contract as approved by the Owner and the Administrator. The Engineer's undertaking hereunder shall not relieve the Contractor of the Contractor's obligation to perform the work in conformity with the plans and specifications and in a workmanlike manner and shall not impose upon the Engineer any obligation to see that the work is performed in a safe manner. The Engineer shall not be responsible for the failure of the Contractor to perform the work in accordance with the contract or to perform the work in a safe workmanlike manner. In fulfilling the above responsibility, the Engineer shall as necessary:

1. Interpret the plans and specifications and convey such interpretation to the Contractor;
2. Inspect the progress of and quality of construction, in sufficient detail to provide reasonable assurance to the Owner of the adequacy of such progress and quality of construction, pursuant to the requirements of the plans and specifications and contract;
3. Confirm the acceptability of materials and equipment proposed by the Contractor to be utilized in the construction prior to the use of such materials or equipment on the Project and promptly reject materials and equipment not in compliance with the plans and specifications; and
4. Inspect the manner of incorporation of the materials and equipment into the Project, and the workmanship with which such materials and equipment are incorporated and reject materials, equipment and workmanship which the Engineer determines

will not be in compliance with the plans and specifications. Such Inspection shall be deemed to be adequate if a reasonable percentage of all routine construction units (other than units requiring detailed inspection) are observed at the time of installation and found free of error.

The above enumeration of specific requirements shall not limit the general undertakings of the Engineer to perform services set forth in the first sentence of paragraph A of this section. The obligations of the Engineer hereunder are for the benefit of only the Owner and the Administrator, and shall not relieve the Contractor of any of its own responsibilities under its contract with the Owner.

B. Resident Engineers and Inspectors.

1. A competent Resident Engineer with full authority to act for the Engineer shall be maintained by the Engineer at the site of the Project at all times during the entire period of scheduled construction (including times when the Resident Engineer is available and through no fault of the Engineer scheduled construction is not performed, and including times when corrective work is being performed) unless specifically directed otherwise by the Owner with the approval of the Administrator. A Resident Engineer shall be necessary for each outside plant construction contract.

2. If, at any time during construction, a Resident Engineer, or Inspector, is not required at the Project site, or such personnel are not available because of other responsibilities on the Project, the Engineer shall assign a Resident Engineer and/or Inspector on an intermittent basis, to effect necessary observations of construction during any critical phase of such construction.

3. If the Engineer determines that particular components of the work or particular circumstances during construction require the presence of a specialized representative of the Engineer, such as an architect, structural engineer, design engineer or other specialist for the purpose of interpreting contract requirements, or performing special inspections or tests to facilitate compliance by the Contractor with the plans and specifications and terms of the construction contract, the Engineer with prior approval of the Owner shall assign such personnel to the Project site.

4. The Engineer shall maintain at the site of the Project and under the direct supervision of the Resident Engineer a sufficient number of qualified inspectors, to fully discharge the responsibility of the Engineer pursuant to paragraph A of this section (including times when such assigned inspectors are available and through no fault of the Engineer scheduled construction is not performed). The number of inspectors so required will vary with the size of the Project, the number of construction crews, and the speed of construction.

5. The number of resident engineers and inspectors required by the Engineer for a routine construction schedule for this Project to effect completion within the allowed number of scheduled "working days" is as follows:

- a. _____ (_____) resident engineers(s);