

pursuant to a construction contract, the Engineer shall prepare and submit to the Owner complete and detailed final documents as specified in 7 CFR 1753 and a statement of all amounts payable by the Owner under the construction contract. The final documents shall be in a format suitable for approval by the Owner and subsequent submission to the Administrator for approval. These final documents shall be submitted to the Owner within forty-five (45) calendar days after the completion of construction based on the date shown on the certificate of completion covered by each contract.

B. Force Account Construction. If the Project or any portion thereof shall be constructed by force account:

1. Within thirty (30) calendar days after completion of construction of the Project, the Owner shall furnish to the Engineer the following data:

- a. The cost of all materials used in construction of the Project;
- b. Cost of right-of-way clearing (direct labor costs);
- c. All direct labor costs chargeable to construction exclusive of the right-of-way clearing; and
- d. A list of all items of overhead cost applicable to the construction of the Project, but excluding the cost of engineering, legal, accounting and other professional services, interest during construction and preliminary survey charges.

2. Within forty-five (45) calendar days after the completion of construction of the Project, the engineer shall prepare and submit to the Owner for approval complete and detailed final documents in such form as the Administrator may prescribe, including without limitation, a final inventory of construction and a final inventory of retirements. The final documents shall contain the labor and material unit costs based on data supplied by the Owner.

C. Number of Copies. Copies of final documents shall be furnished in accordance with 7 CFR Part 1753.

Section 3. Plant Records.

A. Prior to Cutover. If the Owner shall have notified the Engineer not later than ten (10) days prior to the start of construction in a central office area that the Owner elects to assign to the Engineer the preparation of any of the following plant records, the Engineer shall prepare and deliver these records to the Owner, not later than fifteen (15) calendar days prior to the start of Cutover of each central office area included as a part of the Project. These records cover the Cutover work on facilities completed as of the date of delivery of such records for each such area. The following records shall be in such form as the Owner, with the approval of the Administrator, may prescribe:

1. Cable schematics, corrected to show "as constructed" conditions of that portion of the Project as of such date;
2. Cable records data, for completed line segments as of such date;
3. Line and station data for completed line segments as of such date; and
4. Terminal assignment records.

B. After Cutover. The Engineer shall deliver to the Owner, within thirty (30)

calendar days after Cutover of facilities in any completed exchange area or completed section of the Project, the record drawings of the following plant records covering such Project area (excluding any of such records that the Owner has previously elected to prepare with its own forces):

1. Cable schematics, corrected to show "as constructed" conditions of such Project area;
2. Cable record data, for all construction completed in such Project area;
3. Line and station records for all lines completed in such Project area as a part of the Project;
4. Final maps, showing record drawings facilities completed in such Project area; and
5. Final complete and detailed construction sheets, showing facilities completed in such Project area, including the designation of assembly units of existing plant retained in place along existing plant lines segments on which modification work was performed as a part of the Project.

Section 4. Inventory and Appraisal. When requested by the Owner, the Engineer shall prepare within thirty (30) calendar days after completion of construction of the Project and submit to the Owner an inventory and appraisal of all existing telephone plant retained as part of the Owner's system. The inventory and appraisal shall be in such form and provide such data as the Owner, with the approval of the Administrator, may prescribe.

Section 5. Compensation.

A. For Services Under sections 1, 3 and 4. The Owner shall pay the Engineer "time and expense" compensation, as defined and detailed in current Table 2 of this Agreement for all services performed under sections 1, 3 and 4. Compensation under this section shall not exceed _____ dollars (\$_____) unless said amount has been increased by a contract amendment approved by the Owner and the Administrator. Appropriate documentation justifying the increase shall accompany the contract amendment.

Compensation under paragraph A of this section shall be due and payable as follows:

1. Ninety-five Percent (95%) thereof shall be due and payable ten (10) days after delivery each month of the invoice of the Engineer;
2. The balance of such compensation shall be due and payable ten (10) days after delivery of a statement by the Engineer to the Owner certifying that all final documents prepared by the Engineer, for execution by the Contractor, have been mailed or delivered to the Contractor for execution.

B. For Services Under section 2. The Owner shall pay the Engineer for all services performed under section 2 as follows:

1. The sum of _____ dollars (\$_____) for each service entrance to be installed, replaced or modified during the construction of the Project; plus
2. The sum of _____ dollars (\$_____) or when the Project is divided into sections for which separate outside plant plans and specifications are prepared, the sum of _____ dollars (\$_____) for each section requiring final documents; plus the sum of _____ dollars (\$_____) for each mile of Project line facilities included in the final documents. Ninety-five (95%) percent of the compensation under this paragraph shall be

due and payable ten (10) days after approval by the Owner and the Administrator of the respective final documents and the balance of the compensation under this paragraph shall be due and payable ten (10) days after completion of the Project as defined in the Table 1.

C. Bi-weekly Statement. For compensation covered by paragraph A this section, the Engineer shall submit to the Owner a biweekly statement showing the names of the resident engineers and inspectors, and the actual time spent on the Project by each Resident Engineer and each Inspector during the preceding period. The statement should be prepared and submitted to the Owner in a format similar to that shown in RUS Form 217, Exhibit A.

Section 6. Section Reference. Unless otherwise specified or indicated, any reference to "section" shall mean within this attachment RUS Form 217g—Outside Plant Construction-Project Direction, Inspection, Testing and Contract Closeout.

[End of clause]

Dated: December 12, 1995.

Jill Long Thompson,

Under Secretary, Rural Economic and Community Development.

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FEDERAL DEPOSIT INSURANCE CORPORATION

12 CFR Part 354

RIN 3064-AA92

Deposit Liabilities, Withdrawal of Proposed Rule

AGENCY: Federal Deposit Insurance Corporation (FDIC).

ACTION: Withdrawal of proposed rule.

SUMMARY: The FDIC is withdrawing a proposal issued in 1988 prescribing by regulation that certain liabilities of an insured depository institution are deposit liabilities by general usage. The proposal would have found that an institution's liability on certain obligations issued by the institution as a means of obtaining funds constitutes a deposit liability. The FDIC has decided to withdraw the proposed rule because an FDIC policy statement recommends withdrawal of proposed rules that have not been acted upon by the Board of Directors within nine months.

DATES: This withdrawal of the proposed rule is made on December 27, 1995.