

**South Carolina 2022 American Rescue Plan Act (ARPA)
Coronavirus State and Local Fiscal Recovery Funds (SLFRF) 1.0
Broadband Grant Program**
Grant Agreement

This South Carolina 2022 American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) 1.0 Broadband Grant Program Grant Agreement (“Agreement”) is by and between the State of South Carolina (the “State”), acting by and through the South Carolina Office of Regulatory Staff (“ORS”) and the Office of Broadband Coordinator, an office within the ORS, and [_____] a [_____] organized under the laws of the state of _____ (“Grantee”) (individually, a “Party” and collectively, the “Parties”). This Agreement is effective as of the date of the last signature below (“Effective Date”).

- A. WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 (“ARPA”) was signed into law for the purpose of expediting the country’s recovery from the economic and health effects of the COVID-19 pandemic; and
- B. WHEREAS, ARPA established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to provide state, local, and Tribal governments with the resources needed to respond to the pandemic and its economic efforts; and
- C. WHEREAS, the SLFRF program provides resources for state, local, and Tribal governments to respond to the pandemic and its economic efforts, including funds that may be used to make necessary investments in broadband infrastructure and to address challenges with broadband access, affordability, and reliability; and
- D. WHEREAS, pursuant to South Carolina Act No. 244 of 2022 (“Act No. 244”), the South Carolina General Assembly established the ARPA Broadband Account, which consists of federal funds authorized by ARPA, and authorized the Office of Broadband Coordinator to expend funds from the ARPA Broadband Account to:
 - 1) administer a grant program to expand broadband infrastructure to households, businesses, and communities in the State that are unserved or underserved by broadband services;
 - 2) provide technical assistance and coordination;
 - 3) host and participate in stakeholder discussions and advisory groups;

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- 4) support continued mapping efforts including, but not limited to, costs associated with storage, security, and data collection;
 - 5) engage in and undertake such other activities related to or necessary to fulfilling the requirements of expanding broadband infrastructure to households, businesses, and communities in the State that are unserved or underserved by broadband services;
 - 6) expend funds for alternative and enabling technologies including, but not limited to, wireless broadband service, low earth orbit satellite, middle-mile fiber, enhanced cellular service, and carrier neutral broadband infrastructure; and
 - 7) reimburse any state funds as may be allowed by ARPA, or related guidance issued by the United States Department of the Treasury (the “U.S. Treasury”), for reasonable costs associated with administering the grant program and fulfilling the Office of Broadband Coordinator’s obligations established by Act No. 244; and
- E. WHEREAS, ORS created the South Carolina 2022 ARPA SLFRF 1.0 Broadband Grant Program (the “Program”) to expand broadband infrastructure in South Carolina in accordance with Act No. 244; and
- F. WHEREAS, in reliance upon the representations and certifications contained in Grantee’s South Carolina 2022 ARPA SLFRF Broadband Grant Program Application (the “Application”) and subject to the execution of this Agreement and an evaluation to prevent duplication of facilities, ORS has approved an award for the disbursement of funds (as further defined in and subject to the terms and conditions of Section III.A of this Agreement as the “Grant”) to Grantee pursuant to the terms and conditions of this Agreement and for the deployment and delivery of a broadband infrastructure project (the “Project”) as more particularly described in Exhibit A, located within the boundaries of certain specified Census Blocks (“Project Area” or “Project Service Area”), as more particularly described in Exhibits A, L, and M, which may include multiple projects if so authorized by ORS and described in Exhibit A, and which Grant funds are to be used by Grantee in conformity with the requirements and provision of this Agreement; and
- G. WHEREAS, Grantee is required to submit to ORS an Application for Disbursement (Exhibit D), an Affidavit of Completion (Exhibit D, Attachment 1), a Project Closeout Attestation (Exhibit D, Attachment 2) a Davis Bacon Certification (Exhibit D, Attachment 3) and Build America, Buy America Certification (Exhibit D, Attachment 4), in order to seek payment of the Grant upon completion of the Project; and
- H. WHEREAS, Grantee represents and affirms that:

- 1) Grantee has examined and is fully familiar with all the provisions of this Agreement;
- 2) Grantee does not seek to and will not utilize the Grant funds awarded pursuant to the Program and this Agreement to overbuild facilities of an existing broadband provider that reliably provides internet service achieving at least minimum speeds of 25 megabits per second (“Mbps”) download and 3 Mbps upload;
- 3) Grantee shall utilize the Grant funds for the purposes of providing or making available broadband service to all homes, businesses, and communities within the Project Service Area and in existence at the time this Agreement is executed;
- 4) Grantee has satisfied itself as to the nature and location of the Project, the general and local conditions to be encountered in the performance of the Project, and all other matters that can in any way affect the work or the cost thereof; and
- 5) As of the execution of this Agreement, Grantee is registered with the State and Local Fiscal Accountability Authority (“SFAA”) as a vendor and has received a South Carolina vendor number from SFAA.
- 6) As of the execution of this Agreement, Grantee has an active SAM.gov registration, a Unique Entity ID (UEI) number, and has no exclusion record on SAM.gov.

I. WHEREAS, all expenditures, reimbursements, and grants awarded by the Office of Broadband Coordinator must be in compliance with ARPA and the methods and guidance issued by the U.S. Treasury for the allocation and oversight of ARPA funding; and

J. WHEREAS, the Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Grantee shall render the Project to ORS.

NOW, THEREFORE, in consideration of the foregoing, the promises and mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PROJECT DESCRIPTION

- A. Grantee shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, software, services, engineering, testing, and/or any other act or thing required to perform and complete the Project in a full and diligent manner. The Project is more particularly described in Exhibits A (the “Project Description”), L, and M, attached hereto and incorporated herein by reference. The Grant funds authorized and approved by

this Agreement will not be disbursed by ORS until the Project is complete and Grantee has satisfied all other terms and conditions of this Agreement. The Project must be in an unserved area.

Unserved areas are defined as households that lack access to a wireline connection capable of reliably delivering at least minimum speeds of 25 Mbps download and 3 Mbps upload. Priority must be given to unserved areas with no current Internet Service Provider, Difficult Development Areas as identified by US Housing and Urban Development, and census blocks that have a high concentration of unserved public K-12 student households as documented by the South Carolina Department of Education. Grantee acknowledges that it is prohibited from seeking any contribution in aid of construction from individual consumers for the areas covered by this grant.

The Project shall be subject to, and performed in accordance with, this Agreement and all applicable local, state, and federal laws, rules, regulations, and requirements including, but not limited to, the requirements of ARPA and any associated U.S. Treasury guidelines. Without limiting the foregoing, the responsibilities of Grantee shall include, but are not limited to, the following:

- 1) Making available to ORS, upon request, all project plans, documents, and data, including but not limited to the Project’s engineering, planning, or design activities.
- 2) Installing broadband infrastructure and delivering service upon reasonable request in the approved areas designated in Exhibits A (“Project Area”), L, and M, to all existing homes and businesses located in the Project Area.
- 3) Ensuring broadband infrastructure and associated equipment is designed to reliably deliver broadband in the approved Project Area that meets or exceeds symmetrical download and upload speeds of 100/100 megabits per second (“Mbps”); provided, however, if such speeds are not practicable because of geography, topography, or excessive costs, the Project shall be designed to deliver 100/20 Mbps download/upload speeds and be scalable to 100/100 Mbps symmetrical download/upload speeds. If not symmetrical, Grantee must provide an affidavit that such speeds are not practicable and provide support for its assertion in Exhibit A.
- 4) Ensuring broadband infrastructure is completed and operable in accordance with industry construction standards and engineering best practices.
- 5) Supplying, handling, and installing all materials, supplies, and equipment.

- 6) Providing construction and installation of all necessary broadband infrastructure and equipment for the Project. Operation and maintenance of the system is the sole responsibility of Grantee.
- 7) Completing the Project no later than the project completion date outlined in Exhibit F (“Project Completion Date”). If the Project is not completed by the Project Completion Date, Grantee shall not be entitled to receive funds from the Program.
- 8) Being responsible for and funding no less than ___ percent (___%) of the Project cost; provided that Grantee must certify and disclose any funding sources to satisfy this ___ percent (___%) match including the amounts (see Exhibit O).
- 9) Researching and complying with all local, state, or federal laws, codes, or regulations relative to the Project.
- 10) Researching and complying with all requirements of any local, state, or federal agency or jurisdiction that regulates or governs the Project, including, but not limited to, acquiring all necessary permits, licenses, approvals, and agreements.
- 11) Setting up, identifying, coordinating, providing safe access for, and obtaining all inspections for Grantee’s work related to the Project, as required by any authorized agency or applicable code.
- 12) Obtaining all certifications, licenses, permits, and approval necessary to operate the Project, and otherwise satisfying all requirements necessary to operate the Project.
- 13) Participation in the Affordable Connectivity Program (“ACP”) is mandatory for the life of the ACP. Grantee must also consult with the community on the general affordability needs of the target markets and include at least one low-cost option without data usage caps and at speeds of at least 100/20 Mbps. Grantee agrees to report speed, pricing, data allowance, and methodology information to ORS as such information is required by the U.S. Treasury.
- 14) To the extent identified in its Application and relied upon by Grantee in seeking the Grant, any additional efforts to increase digital literacy, support online training, and the provision of public access such as wi-fi, the provisions of such options shall be made a part of and required by this Agreement.
- 15) To the extent identified in the Application and relied upon by Grantee in seeking the Grant, any partnerships with other Internet Service Providers (“ISP”), cooperatives, or governmental entities, shall be identified in the Application and

are made a part of and required by this Agreement.

16) Grantee affirms that it will consult with the SC Department of Transportation, electric utilities, as well as local water and sewer utilities as to any possible efficiencies that can be achieved with a “Dig Once” approach.

17) Grantee affirms that it will consult with agricultural businesses within the Project Area to minimize disruption and potential impact of their day-to-day operations.

18) Grantee affirms that, once the project area is operational, it will maintain the network, and will make repairs, as needed, in a timely manner.

B. The following documents are incorporated into and made part of this Agreement by reference:

- 1) Project Description (Exhibit A);
- 2) Eligible Grant Purposes (Exhibit B);
- 3) Notice to Proceed Example (Exhibit C);
- 4) Application for Disbursement (Exhibit D);
- 5) Affidavit of Completion and Eligible Expenses (Exhibit D, Attachment 1);
- 6) Project Close Out and Attestation (Exhibit D, Attachment 2);
- 7) Davis Bacon Certification (Exhibit D, Attachment 3);
- 8) Build America, Buy America Certification (Exhibit D, Attachment 4);
- 9) South Carolina 2022 ARPA Grant Program Application SLFRF 1.0 (Exhibit E);
- 10) South Carolina 2022 ARPA Broadband Grant Timeline (Exhibit F);
- 11) 2022 List of South Carolina 811 Contractors and Locators (Exhibit G);
- 12) Financial Reporting Form Templates (Exhibit H);
- 13) Coronavirus State and Local Fiscal Recovery Fund Guidance (Exhibit I);
- 14) Quarterly Financial and Construction Progress Report Template (Exhibit J);

- 15) Data Dictionary for submission of GIS Shapefiles (Exhibit K);
- 16) Project Location Map Example (Exhibit L);
- 17) 2020 Census Blocks Proposed for Funding Example (Exhibit M);
- 18) Programmatic Data for Infrastructure Projects (Exhibit N); and
- 19) Build America, Buy America (Exhibit O);

C. Grantee shall comply with all requirements of this Agreement. Where there is a conflict between two or more requirements of this Agreement, the more stringent requirements shall govern.

II. ARPA REQUIREMENTS

- A. Compliance with ARPA and Other Laws. Grantee acknowledges and agrees that, in addition to compliance with other federal, state, and local laws, the Projects shall comply with the requirements set forth in ARPA, Act No. 244, and any rules, guidance, or reporting documentation published by the U.S. Treasury. Exhibit I includes links to 31 CFR Part 35 RIN 1505-AC77 final rule, guidance, and reporting documentation published by the U.S. Treasury.
- B. Compliance with SLFRF and Other Laws. Grantee acknowledges and certifies that the Project will be funded in part by the U.S. Treasury’s State and Local Fiscal Recovery Funds (SLFRF), and confirms that this project will meet an eligible use of these funds, as defined by SLFRF program guidelines, and this project also will comply with all applicable federal, state, and local regulations and laws.
- C. Necessary Investments in Broadband Infrastructure. Grantee acknowledges and agrees that the funds provided pursuant to this Agreement shall be used to make necessary investments in broadband infrastructure. For the purposes of this Agreement, a “necessary investment in broadband infrastructure” is defined as one that is (1) responsive to an identified need to achieve or maintain an adequate minimum level of service and that may include a reasonable projection of increased need, whether due to population growth or otherwise; and (2) a cost-effective means for meeting that need, which takes into account available alternatives.
- D. Labor Standards. Grantee acknowledges and agrees that all contracts related to the Project that are (1) in excess of \$100,000; and (2) involve employment with mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract

Work Hours and Safety Standards Act, as supplemented by U.S. Department of Labor regulations (29 CFR Part 5), and 2 CFR 200, Appendix II.

- E. Environmental and Other Generally Applicable Requirements. Grantee acknowledges and agrees that the Project must (1) comply with applicable federal, state, and local law including environmental and permitting laws and regulations; and (2) be technically sound to meet or exceed engineering and construction industry standards and associated best practices.
- F. ARPA Requirements. Grantee acknowledges and agrees that the Project will (1) prioritize investments in fiber-optic infrastructure wherever feasible and focus on projects that deliver a physical broadband connection by prioritizing projects that achieve last mile connections or ensure funded middle mile projects have commitments in place to support new and/or improved last mile service; (2) include affordability options and that Grantee shall participate in ACP for the life of ACP; and (3) prioritize support for local networks owned, operated, or affiliated with local governments, nonprofits, and cooperatives.
- G. Qualifying Affordability Plan. Grantee shall participate in ACP for the life of ACP for the Project Area awarded as part of this Grant in addition to providing an affordable high-speed Internet plan option that does not include an income threshold requirement. Grantee shall consult with the community on the general affordability needs of the target markets and include at least one low-cost option without data usage caps with a minimum speed of 100/20 Mbps. Grantee agrees to report speed, pricing, data allowance, and methodology information to ORS.
- H. Existing Funding Commitments. To the extent the Project will deploy broadband to locations where there are existing enforceable federal or state funding commitments for reliable service as defined in Section I.A(3) of this Agreement, Grantee must and agrees to ensure that the Project is designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Grantee also acknowledges and agrees that these funds will not be used for costs that will be reimbursed by other federal or state funding streams; provided, however, that Grantee may pool or blend funds made available under ARPA, SLFRF programs, and South Carolina Act No. 244 of 2022, provided the Project is eligible for these funds and Grantee is able to track the use of funds in line with the reporting and compliance requirements of ARPA, SLFRF, and Act No. 244.
- I. Build America, Buy America Act. Grantee acknowledges that SLFRF recipients may be subject to the Build America, Buy America Act (“BABAA”) preference requirements set

forth in section 70914 of Public Law No. 117-58, Sections 70901-52 (“Infrastructure Investment and Jobs Act”) when SLFRF award funds are used on an infrastructure project in conjunction with funds from other federal programs that require compliance with the Buy America Preference requirements. Grantee is required to provide the ORS with the source of funds used on the infrastructure project(s), and, if applicable, whether Build America, Buy America requirements were followed. See Exhibit D, Attachment 4 and Exhibit O.

- J. Equipment and Cybersecurity. Grantee acknowledges and agrees that it is prohibited from using Grant funds to procure or obtain certain telecommunications and video surveillance services or equipment as outlined in 2 CFR 200.216 and 2 CFR 200.471; provided, however, that Grant funds may be used to modernize cybersecurity for existing and new broadband networks. Grantee agrees that it is prohibited from procuring telecommunications equipment or services from China.
- K. NEPA. Grantee acknowledges that the Project and the funds provided pursuant to this Agreement may be subject to the National Environmental Policy Act, 42 U.S.C.A. §§ 4321 et seq. (“NEPA”) if the Project also is funded by other federal financial assistance programs.
- L. Davis-Bacon Act. Grantee acknowledges that the Project and the funds provided pursuant to this Agreement may be subject to the requirements of the Davis-Bacon Act, 40 U.S.C.A. §§ 3141 et seq. (“Davis-Bacon Act”) or related state requirements if funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. See Exhibit N.
- M. Reporting. Grantee acknowledges they will comply with all applicable parts of 31 CFR Part 35 RIN 1505-AC77 Coronavirus State and Local Fiscal Recovery Funds final rule, associated guidance, and reporting guidelines referenced in Exhibit I. Grantee shall conform to reporting requirements established by the U.S. Treasury.

III. GRANT

- A. Grant Amount. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, ORS awards Grantee with Program funds in an amount equal to the lesser of 1) _____ Dollars (\$ _____), or 2) ___ percent (___%) of the Eligible Expenses related to the Project as described in Exhibits referenced in this agreement (the “Grant”), for a total structure count of _____, and a total project cost of _____ Dollars (\$ _____). The terms “Eligible Expenses” and

“Ineligible Expenses” shall have the meaning defined in Exhibit B to this Agreement.

- 1) Grantee agrees to use Grant funds for Eligible Expenses related to the Project described in Exhibits A, L, and M, and only in the approved Project Area.
- 2) Grant funds authorized by ORS under this Agreement shall not be used for or to reimburse any Ineligible Expenses and any operating expenses not directly related to the construction of the Project, including, but not limited to, leases of any kind, franchise costs of any kind, the provision of customer devices (handsets, laptops, tablets, etc.), bandwidth or spectrum expenses, salaries, or overhead not directly related to the construction of the Project. Grant funds may not be used for or to reimburse expenses related to the purchase or construction of towers, land, or buildings, or for building renovations, tower upgrades, or the acquisition of facilities or companies. Grant funds also may not be used to purchase equipment that is depreciable and has a useful life after project completion, unless it is part of the facilities used to deliver the broadband service (e.g., fiber, conduit, electronics, etc.).

B. Authorized Use of Grant Funds.

- 1) Grant funds may only be used for purposes authorized and allowed by this Agreement, for payment to Grantee for Eligible Expenses upon completion of the Project, or for such other purposes described under “Eligible Grant Purposes” in Exhibit B. “Eligible Expenses” are those expenses incurred by a Grantee as a direct result of the duties and obligations imposed upon Grantee by the terms of this Agreement to complete a Project.

Expenses incurred by Grantee not in furtherance of its duties and obligations under this Agreement to complete a Project, including, but not limited to, any expenses incurred to deploy broadband infrastructure in any location outside of the Project Area, shall constitute “Ineligible Expenses” hereunder for which Grantee shall receive no reimbursement.

- 2) Grantee’s ability to receive the Grant funds shall be governed by the provisions of this Agreement. All costs incurred by Grantee before the Effective Date and issuance of the Notice to Proceed are incurred voluntarily, at Grantee’s risk, and upon its own credit and expense.

C. Matching Funds Requirements. Grantee is required to contribute a match towards the Project that is a minimum of _____ percent (___%) of the total Project cost and is required to disclose the source of those funds in Exhibits D Attachment 4, and Exhibit O.

D. Disbursement of the Grant. ORS shall disburse Grant funds to Grantee, subject to completion of Exhibit D, and Exhibit D Attachments 1-4 (where applicable), to the satisfaction of ORS.

- 1) Upon completion of the Project, Grantee shall submit:
 - a. An Application for Disbursement (Exhibit D);
 - b. A completed Affidavit of Completion, Eligible Expenses (Exhibit D, Attachment 1) Project Close Out, Attestation (Exhibit D, Attachment 2), Davis Bacon Certification (Exhibit D, Attachment 3), and Build America, Buy America Certification (Exhibit D, Attachment 4);
 - c. A summary of expenses and summary statistics, (as defined in Section III.D(2) below);
 - d. Detailed invoice(s) provided certified, on company letterhead, signed by the President, Chief Executive Officer, or Chief Financial Officer, and delivered by electronic means to the ORS Manager of Finance.

By submitting an Application for Disbursement, Affidavit of Completion, and other documentation referenced above, Grantee certifies or affirms that the necessary work has been completed, that the Eligible Expenses related to the Project are authorized and allowable for determining the amount of Grant funds to be disbursed pursuant to this Agreement, and that Grantee is entitled to the disbursement of Grant funds pursuant to this Agreement.

- 2) An Application for Disbursement shall identify the total number of structures Grantee listed in the Application to be served, the total number of structures that have service available, and the corresponding percent of structures served. Grantee must provide a calculation of the total linear feet of all fiber and/or cable used in the construction of the middle/last mile fiber (excluding drops to businesses or homes). Statistics provided should closely align with GIS Shapefile deliverables. In addition, Grantee shall provide a summary of all expenses that were incurred throughout the Project and that are authorized and allowable for reimbursement pursuant to this Agreement in the format required by ORS. See Exhibit H.
- 3) ORS, in its sole discretion, may authorize the disbursement of funds on a percent completion basis calculated as: Total Number of Structures Available to be Served divided by Total Number of Structures to be Completed in Grantee's Application.

ORS will not authorize disbursement of funds until, in its sole discretion, sufficient documentation is received showing the facilities are active within the Project Area.

- 4) ORS will not authorize late fees to Grantee and Grantee shall not be entitled to any late fees on the compensation due to Grantee under the terms of this Agreement.
- 5) Grantee shall pay its subcontractor(s), if any, ORS and the State have no liability for payment to any subcontractors utilized by Grantee.
- 6) ORS will not authorize full payment of funds if Grantee withholds retainage from any subcontractors.
- 7) Except as excused by a force majeure event (see Section X), in the event the Project is not completed by the Project Completion Date, Grantee shall not be entitled to receive Grant funds from the Program, shall withdraw any request for a disbursement of Grant funds pursuant to this Agreement, and shall agree to waive any claims to a disbursement of Grant funds from the Program.
- 8) ORS has the right to withhold or deny the disbursement of Grant funds if ORS determines, in its sole discretion, that Grantee failed to perform or complete the Project. ORS shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment. ORS will authorize the disbursement of any withheld or denied funds upon Grantee remedying an issue that resulted in the withholding or denial of Grant funds to ORS's satisfaction and in ORS's sole discretion.
- 9) If ORS determines, in its sole discretion, that Grantee failed to perform or complete the Project, ORS retains the right to pursue any legal remedy, including, but not limited to, the recoupment or clawback of the Grant, whether pursuant to 31 C.F.R. § 35.10 or otherwise, and to the extent applicable, any costs and attorneys' fees expended or incurred by ORS in pursuing such legal remedies.
- 10) Throughout the duration of the Project, ORS, in its sole and absolute discretion, has the right to review the status of the Project. Grantee acknowledges and agrees that ORS has final discretion as to the determination of the Project completion and its compliance with this Agreement, and that ORS also has the sole right and option, to disburse a portion of the Grant amount, which portion shall be determined by ORS if the Project fails to fully satisfy the terms of this Agreement. For example, if the approved Application identified 2,000 households/businesses could be served but if ORS, in its sole discretion, determines that only 50% of the Project is

completed (i.e., only 1,000 households/businesses have broadband service available), ORS, in its sole discretion, may, but shall not be required to, limit the disbursement to the lesser of (a) 50% of the Grant amount, or (b) 50% of eligible expenses, subject to the agreed upon Project match. Notwithstanding this Section, however, ORS retains the right, and Grantee hereby agrees, that ORS may deny and withhold any disbursement of Grant funds in the event the Project is not fully completed by the Completion Date. **Failure to complete priority areas outlined in Exhibit L and Exhibit M, may result in forfeiture of Grant funding and the obligation to reimburse to ORS any Grant funds previously disbursed to the Grantee.**

11) The disbursement of the Grant funds shall be the only and the complete payment to Grantee for all expenses, of whatever nature, incurred by Grantee and claimed as Eligible Expenses under this Agreement. However, under this Agreement, the State has no liabilities to Grantee other than the disbursement of Grant funds pursuant to this Agreement and subject to completion of a qualifying project as described herein.

12) Disbursement of the Grant funds will be made by ORS either by check or an automatic clearing house (ACH), depending on Grantee's vendor registration.

E. Recovery of Funds. No Grant funds will be disbursed to Grantee or otherwise owing to Grantee in the event the Project cannot be completed by the Project Completion Date or in the event that broadband service is not available by the Project Completion Date; provided, however, that ORS has the right and the option, in its sole discretion, to disburse a portion of the Grant amount, which portion shall be determined by ORS in its sole discretion, if the Project fails to fully satisfy the terms of this Agreement in ORS' sole discretion.

IV. COMPLETION OF THE PROJECT; INSPECTION DURING CONSTRUCTION; CHANGES

A. Project Completion. Grantee shall complete the Project no later than the Project Completion Date. A final quarterly report is due on 30 days after Project Completion, as outlined in Exhibit F. Grantee shall complete the Project within the term of this Agreement and shall meet all established schedules, deliverables, and deadline requirements.

B. Coordination. Grantee shall provide ORS with scheduling information in a form acceptable to ORS, including any changes made by ORS to the Project schedule. Grantee shall coordinate its work with that of all contractors, subcontractors, and suppliers so as not to delay or prevent successful completion of the Project by the Project Completion Date.

- C. Inspection. ORS and the State, their agents, and their employees shall be allowed to inspect the Project during construction and upon completion.
- D. Changes. ORS has sole discretion and must approve in writing any proposed changes to the Project or any other term of this Agreement, including modifications to the scope of work or modifications involving carrying out Project activities in a geographic area other than the approved Project Area. Grantee shall notify ORS and resubmit GIS Shapefiles, and associated application should the proposed service areas, 2020 census blocks, fiber/cable lines, or homes and businesses to be served changes throughout the lifecycle of the Project. See Exhibit K.
- E. Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement. Grantee shall comply with all applicable deadlines set forth in Exhibit F.
- F. Deliverables. In addition to a fully functional Broadband network built in accordance with engineering best practices and associated industry standards within the Project Area, Grantee is responsible for providing as-built or record set data in GIS shapefile format, depicting the final layout of Broadband lines, homes, and businesses. The horizontal accuracy of the GIS data must be within reasonable parameters and will be used to verify quantities of materials purchased to build out the Project Area. Over the course of the Project and prior to Project Completion, Grantee must provide geotagged photographs of active construction that occurred within the Project Area, in addition to geotagged photographs of Broadband Internet speed test data demonstrating speeds meet or exceed minimum upload and download requirements outlined in this Agreement, which will be used for quality assurance by ORS prior to payment and for purposes of meeting any future federal audits and associated reporting. Grantee's submission to ORS of geotagged photographs, speed tests, and/or line work of Broadband infrastructure located outside of the geographic bounds of the Project Area shall create a rebuttable presumption that Grantee's costs associated therewith constitute Ineligible Expenses, as defined herein. As a result, for expenses submitted for reimbursement, ORS, in its sole discretion, may disallow costs on a pro-rata basis to only include locations inside the Project Area.

V. STATE REQUIREMENTS

Grantee shall comply with and shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with all applicable laws and regulations, whether or not cited or referenced in this Agreement.

- A. Compliance by Grantee with Laws & Regulations. In connection with this Grant, Grantee agrees to comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities that impose any obligations or duty upon Grantee, including, but not limited to, all applicable labor laws, workers compensation requirements, and requirements to acquire any and all necessary permits. If it is later determined that Grantee did not comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities, ORS retains the right to pursue any legal remedy, including, but not limited to, the recoupment or clawback of the Grant, whether pursuant to 31 C.F.R. § 35.10 or otherwise, and to the extent applicable, any costs and attorneys’ fees expended or incurred by ORS in pursuing such legal remedies.

- B. Drug and Alcohol-Free Workplace. Grantee shall comply with applicable requirements in the State of South Carolina Drug Free Workplace pursuant to Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

- C. South Carolina Underground Facility Damage Prevention Act. Grantee shall comply with and shall require its employees, contractors, and subcontractors to comply with the applicable requirements in the South Carolina Underground Facility Damage Prevention Act pursuant to Title 58, Chapter 36 of the South Carolina Code of Laws, as amended (“Underground Facility Damage Prevention Act”). If Grantee, its employees, contractors, or subcontractors engage in grossly negligent, willful, or intentional misconduct that results in a violation of the Underground Facility Damage Prevention Act or noncompliance with the Underground Facility Damage Prevention Act, Grantee’s Project may be subject to being defunded up to 25%, and a complaint may be filed with the Attorney General, which may result in a fine pursuant to S.C. Code Ann. § 58-36-120.

- D. Non-Discrimination. Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed, national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its operations. Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, including but not limited to:

Initial: _____
Date: _____

- 1) Titles VI and VII of the Civil Rights Act of 1964, as amended; and
 - 2) The Americans with Disabilities Act of 1990, as amended.
- E. Marketing and Public Awareness Campaign. Grantee shall not market Broadband infrastructure constructed under this grant at speeds less than the minimum standard as defined by the FCC through December 31, 2031.
- F. Restrictions on Use of Funding.
- 1) It is understood and agreed between the Parties that the Grant funds disbursed pursuant to this Agreement are not to be used to overbuild another existing broadband provider or to reimburse expenses related to overbuilding another existing broadband provider. To the extent Grantee learns after execution of this Agreement that another provider is providing broadband service in the approved Project Area as of the date this Agreement is executed, Grantee shall advise ORS and agrees either 1) to work with ORS in good faith to amend this Agreement to include other unserved areas that are within the scope of the Program, or 2) to withdraw its request for Grant funding. Notwithstanding the above, in areas with broadband service at less than the standards defined by the Federal Communications Commission (“FCC”) (reliably 25/3 Mbps download/upload speeds), Grant funds may be disbursed to Grantee to advance broadband service in those areas.
 - 2) Grantee acknowledges and understands that expenses related to drops either to homes or businesses located outside of the Project Area through which Grantee is building main line fiber/cable to reach unserved locations in the Project Areas (Exhibit M), as identified in this Agreement will be deemed Ineligible Expenses as defined herein. ISPs are allowed to connect those locations upon Project Completion, though any such interconnection work shall fall outside the terms of this Agreement.
 - 3) Where there is an identified need for additional broadband infrastructure investment that is not met by existing federal or state funding commitments, Grantee may provide in its Application such information and ORS shall consider whether serving these households and businesses may require a holistic approach that provides service to a wider area in order to make ongoing service of certain households or businesses within the service area economical.

VI. MISCELLANEOUS

- A. Notices. All notices permitted or required under this Agreement shall be given at the following address, or at such other address as the Parties may provide in writing for this purpose:

SOUTH CAROLINA OFFICE OF REGULATORY STAFF:

1401 Main Street, Suite 825

Columbia, SC 29201

Contacts for ORS/Grant Officer: Jim Stritzinger and Amy Marshall

Email: Broadband@ORS.SC.GOV

ORS Telephone Numbers: (803) 737-8025 and (803) 737-1145

GRANTEE:

Legal Entity Name: _____

Address: _____

Contact for Grantee: _____

Telephone Number: _____

Any notice by a Party hereto to the other Party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Postal Service, addressed to the Parties at the addresses above, unless electronic delivery is specified.

- B. Records & Accounts. Grantee shall keep detailed accounts of all expenses incurred and all construction-related documentation developed in connection with the Agreement, including, but not limited to records supporting the provision of any services required under this Agreement or the Grant. Such accounts shall be supported by receipts, invoices, bills, check copies, quarterly reports, and other similar documents and tax or accounting records through December 31, 2031.

Between the Effective Date through December 31, 2031, at any time during Grantee's normal business hours, and as often as ORS, the State, or any of its authorized representatives, shall demand, Grantee shall make available to ORS, the State, or any of its authorized representatives, all records pertaining to matters covered by this Agreement. Grantee shall permit ORS, the State or any of its authorized representatives to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters

covered by this Agreement. Confidential information may be designated as such and is entitled to confidential treatment as permitted by applicable laws. As used in this Section, “Grantee” includes all persons and entities affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Section VI.A.

Grantee is required to maintain and make available to the State of South Carolina and/or the U.S. Treasury, upon request, all documents and financial records sufficient to establish compliance with SLFRF. Records to support compliance with SLFRF may include, but are not limited to, copies of the following:

- a. General ledger and subsidiary ledgers used to account for (a) the receipt of SLFRF payments and (b) the disbursements from such payments to meet eligible expenses;
- b. Payroll, time records, human resource records to support costs incurred for eligible payroll expenses;
- c. Receipts of purchases made for eligible expenses;
- d. Contracts and subcontracts entered into using SLFRF payments and all documents related to such contracts;
- e. Grant agreements and grant subaward agreements entered into using SLFRF payments and all documents related to such awards:

Upon completion of construction, Grantee agrees to provide the service locations or addresses capable of receiving internet service. Grantee agrees to track and submit an annual report, in the format as required by ORS, to ORS on or before June 30, 2025, with such report including address-specific information for all homes passed, the number of homes passed, the take rate (i.e., the percentage of potential subscribers that are offered the service and agree to subscribe to the service), and Grantee’s updated FCC Form 477 information. “Homes Passed” for purposes of this Grant is defined as those households that can receive internet service at minimum speeds of 100/20, scalable to 100/100 Mbps within ten (10) days of making such request to Grantee. Grantee further agrees to survey those that do not subscribe to ascertain the reason they are not subscribing to service. Survey results shall be provided to ORS. Grantee shall submit the annual reports for three years beginning on June 30, 2025, and June 30 of the two subsequent years, directly to ORS by uploading the annual report to ORS’s Citrix ShareFile site.

- C. Personnel. The Grant Officer shall be the representative of ORS identified in Section VI.A. ORS, in its sole and absolute discretion, may identify a new Grant Officer and in such event, shall notify Grantee of the new Grant Officer. In the event of any dispute hereunder,

the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final. To the extent that Grantee is required to provide services under this Agreement, Grantee shall, at its own expense, provide all personnel necessary to perform the Project. Grantee warrants that all personnel engaged under the Agreement to complete the Project shall be qualified to perform such Project and shall be properly licensed and authorized to perform such Project under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

- D. Contingent Nature of Agreement. Notwithstanding anything in this Agreement to the contrary, all obligations of ORS hereunder, including, without limitation, the disbursement of Grant funds pursuant to this Agreement, are contingent upon the availability or continued appropriation of funds by the South Carolina General Assembly, and in no event shall ORS be liable for any payments or disbursements hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, ORS shall have the right to authorize the withholding of payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving Grantee written notice of such termination.
- E. Assignment & Subcontracting. This Agreement, in whole or in part, may not be transferred or assigned by Grantee to another company, organization, or person without the express prior written approval of the ORS, which consent may be withheld in ORS's sole and absolute discretion. Subcontracts entered into by Grantee, if any, shall contain a provision making them subject to all provisions of this Agreement. Grantee will be held solely responsible for the work of all persons engaged by Grantee on the Project, and all such work shall be subject to the provisions of the Agreement.
- F. Reporting. At the time of the execution of this Grant Agreement, it is understood by the Parties that reporting requirements established by U.S. Treasury or other federal entities related to the SLFRF may not be fully known or established. Grantee agrees to cooperate with ORS to fully meet any required reporting associated with SLFRF.
 - 1) Grantee agrees to prepare and submit, if and as requested, a written construction and financial activity reports summarizing work performed, including work performed on weekends and holidays, and said report shall be submitted to ORS as specified. At a minimum, the report shall include:
 - a. Construction activities and locations;
 - b. Geotagged photographs of active construction;

- c. Geotagged photographs of broadband speed tests;
- d. Construction crew sizes of general and subcontractors;
- e. Start or completion of activities;
- f. Progress on construction activities (including units or portions of work completed);
- g. Tests or inspections performed;
- h. Deliveries of material or equipment;
- i. Delays or potential delays;
- j. Visitors to the site;
- k. Weather conditions;
- l. Construction equipment used; and
- m. Personal injuries or damage to property.

2) No later than the dates set forth in Exhibit F, Grantee shall upload completed quarterly financial and construction project reports, in a format approved by ORS, to ORS's Citrix Sharefile site or other ORS designated location. Grantee shall also upload a final report demonstrating the completion of the Project to ORS's Citrix Sharefile site or other designated location.

G. Grantee's Relationship to ORS. In the performance of this Agreement, Grantee, its employees, and any subcontractor of Grantee, shall act as independent contractors in the performance of the services provided for in this Agreement and shall furnish such services in their own manner and method. In no respect shall Grantee be considered an agent or employee of the State or ORS, and Grantee shall maintain complete control over all of its officers, directors, trustees, employees, agents, members, subcontractors, and operations. No provisions of this Agreement shall be intended to create a partnership or joint venture between or among Grantee, ORS, or the State and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement. Neither the Grantee nor any of its officers, directors, trustees, employees, agents, members, subcontractors shall have authority to bind either the State or ORS, nor shall the Grantee or any of its officers, directors, trustees, employees, agents, members, or any of its

subcontractors be entitled to any of the benefits, workers' compensation, or emoluments provided by the State to its employees. Grantee further acknowledges that the federal government is not a party to this Agreement and is not subject to any obligations or liabilities to ORS, Grantee, or any other party pertaining to any matter resulting from the Agreement.

VII. EVENT OF DEFAULT; REMEDIES

A. Default. Any of the following acts or omissions of Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- 1) Breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement;
- 2) The use of Grant funds for any purpose other than as provided in this Agreement or to reimburse any expenses other than those related to the Project;
- 3) The failure to complete the Project by the Project Completion Date or as set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, as determined by ORS in its sole discretion;
- 4) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets;
- 5) Failure to submit any report or submission of an incomplete report required hereunder;
- 6) Failure to submit expenses by due dates and in the format as determined and requested by ORS;
- 7) Failure to maintain, or permit access to, the records required hereunder;
- 8) Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to, failure to complete the Project by the Project Completion Date;
- 9) A change in Grantee's staffing capacity that adversely affects Grantee's ability to complete the Project by the Project Completion Date, in the sole discretion of ORS.
- 10) Except as provided in Section X, where ORS determines that meaningful progress is not occurring, ORS shall provide notice and if Grantee does not cure as set forth

in subsection B, ORS may terminate this agreement.

ORS shall give Grantee written notice of an Event of Default, and Grantee shall have thirty (30) calendar days from the date of such notice to cure the default. Upon the occurrence of an Event of Default that continues beyond the thirty (30) day cure period, ORS shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above or anything in this Agreement to the contrary, upon the occurrence of an Event of Default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, ORS shall be entitled and have the right to immediately terminate this Agreement, without notice or a cure period.

Two successive Events of Default by Grantee may result in termination of this Agreement immediately by written notice to Grantee.

B. Remedies. Upon the occurrence of any Event of Default and after thirty (30) calendar days' notice of default and the default continues beyond the cure period, or in the event of termination by ORS, ORS may in its sole discretion, take any one, or more, or all, of the following actions:

- 1) Give Grantee a written notice specifying the Event of Default;
- 2) Withhold any or all payments or disbursements to be made under this Agreement;
- 3) Order that the portion of the Grant Amount which would otherwise accrue to Grantee during the period from the date of such notice until such time as ORS determines that Grantee has cured the Event of Default shall never be paid to Grantee;
- 4) Recoup or claw back from Grantee, whether pursuant to 31 C.F.R. § 35.10 or otherwise and including by withholding any other payment of funds that may become due to Grantee, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement;
- 5) Treat the Agreement as breached and pursue any remedies at law or in equity, or both;
- 6) Withhold disbursement of Grant funds, in which event Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
- 7) Demand repayment of all or a portion of the Grant funds disbursed to Grantee, plus

all costs and reasonable attorneys' fees incurred by ORS in recovery proceedings;
and

- 8) Demand that Grantee complete the Projects as required by this Agreement at the cost of the Grantee *if* the deadlines for commitment and construction (12/31/2024 and 12/31/2026 respectively) of ARPA SFLRF federal funding has expired and Grantee made commitments upon which ORS relied;
- 9) Should, as a result of Grantee's failure to cure an Event of Default¹, ORS be denied federal funds, then Grantee agrees to complete the Project as required by this Agreement at the sole expense of Grantee and with no cost to ORS; and
- 10) In addition to exercising any or all of the rights and remedies contained in this Agreement, ORS at any time may proceed to protect and enforce all rights available to ORS by suit in equity, action at law, or by any other appropriate proceedings, all of which shall survive the termination of this Agreement.

VIII. TERMINATION

ORS may terminate this Agreement without penalty or legal liability upon written notice of Grantee's breach of any term, condition, requirement, or provision of this Agreement, if such breach is not cured within thirty (30) days of such notice. Whether Grantee has sufficiently cured the breach shall be determined in the sole discretion of ORS. In addition, ORS may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:

- A. Grantee, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
- B. Grantee's officers, directors, trustees, employees, agents, subsidiaries, affiliates, contractors, subcontractors, or a Grantee Contractor has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, delisted/exclusion from Federal funding, or bad faith;
- C. Grantee terminates or suspends its business;
- D. Grantee's authorization to engage in business either in South Carolina or where organized

¹ As defined in this Agreement, an Event of Default includes, but is not limited to, failure of Grantee to complete the Project by the Project Completion Date and/or comply with all applicable deadlines set forth in Exhibit F.

is suspended, terminated, revoked, or forfeited; or

- E. Grantee initiating litigation or legal proceedings against ORS or the State or being involved as an adverse party in any litigation or legal proceedings against ORS or the State. This provision shall apply if Grantee, its officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors are an adverse party in any manner, including as a plaintiff, defendant, third-party plaintiff, or third-party defendant.

Grantee shall notify ORS in writing if any of the foregoing events occur that would authorize the ORS to immediately terminate this Agreement. The right to terminate this Agreement pursuant to this Section shall be in addition to and not exclusive of other remedies available to the ORS or the State, and the ORS or the State shall be entitled to exercise any other rights and pursue any other remedies available under this Agreement, in law, at equity, or otherwise.

IX. INDEMNIFICATION

Without limitation, and to the fullest extent permitted by law, Grantee shall defend, indemnify and hold harmless ORS, the State, and their officers, directors, agents, and employees (individually and collectively “Indemnitee”), from and against any and all losses suffered by Indemnitee and any and all claims, liabilities or penalties asserted against Indemnitee by or on behalf of any person or entity, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of Grantee or subcontractor, other agent of Grantee, their officers, directors, trustees, employees, workmen, servants, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable regardless of whether or not caused in part by the Indemnitee, and whether or not such claims are made by a third party or an Indemnitee. Indemnitee shall notify Grantee in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee shall allow Grantee to defend such claim so long as the defense is diligently and capably prosecuted. Grantee may not, without Indemnitee’s prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee, and (iii) all settlement payments are made by Grantee. Indemnitee’s consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of ORS or the State, which immunity is hereby reserved to ORS and the State. This covenant shall survive the termination of this Agreement.

X. FORCE MAJEURE

Neither Grantee nor ORS shall be liable for any failure or delay in performing an obligation under this Agreement so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances caused by or resulting from any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic or pandemic (including but not limited to the novel coronavirus COVID-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. In the event of any such excused delay, the time for performance of such obligations shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

XI. WAIVER OF BREACH

No failure by ORS to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of ORS to enforce each and all of the provisions hereof upon any further or other default on the part of Grantee.

XII. CONSTRUCTION OF AGREEMENT AND TERMS

This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of South Carolina and is binding upon and inures to the benefit of the Parties and their respective successors and assignees. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties hereto.

XIII. PUBLIC DISCLOSURE NOTIFICATION

The names and business addresses of Grantee and the names, business addresses and amount of any award actually made to Grantee will be public information, subject to disclosure and may be posted on the ORS website. Additionally, and unless otherwise provided for by law, all records produced, created, maintained, etc. by ORS as a result of its relationship with Grantee may be

subject to disclosure pursuant to the S.C. Freedom of Information Act (S.C. Code Ann. §§ 30-4-10 *et seq*).

XIV. CONFLICT OF INTEREST

No officer, director, trustees, member or employee of Grantee, and no representative, officer, director or employee of the State or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

XV. CONFIDENTIAL INFORMATION

All information designated or marked as confidential by Grantee in the performance of this Agreement will be treated as confidential, unless such information is in the public domain, except as otherwise required by law, or unless Grantee expressly, and in writing, agrees that such information may be made public. Grantee shall not release or disclose any such information or Work Product to persons or entities other than ORS without the prior written consent of ORS, except as otherwise required by law. Grantee shall promptly notify ORS should Grantee or its Representatives be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatory, request for admissions, other discovery request, or court order from any third party regarding this Agreement and the services performed under this Agreement.

Notwithstanding the above, it is understood and agreed by the Parties that upon completion of the Project(s), ORS reserves the right to publicize the approval and completion of the Project(s), the execution of this Agreement, the total Grant funds expended by the State, the number of households and businesses that benefit from the Project(s), the location of the Project(s), and other such related information meant to support the purpose of the Project(s) and advance broadband deployment in the State. Additionally, data may be used in a secure manner as a planning resource to mitigate against cybersecurity threats, risks, and potential attacks to critical infrastructure, and to support the safety and continuity of state operations before, during, and after a state or federally declared emergency, disaster, incident, or event.

XVI. AUTHORIZATION

Each Party warrants that it has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

XVII. THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties and shall not inure to the benefit of any other person or entity, it being the intention of the Parties that no third person shall be deemed a third-party beneficiary of this Agreement.

XVIII. AMENDMENT

This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the Parties hereto.

XIX. COOPERATION

Grantee shall cooperate in the performance of work related to the Project with ORS, the State, and their officers, agents, and employees.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all prior agreements and understandings relating hereto.

XXI. COUNTERPARTS AND ELECTRONIC SIGNATURES

Facsimile signatures and electronic mail signatures shall be as effective as original signatures to bind any Party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Agreement.

XXII. EXHIBITS

The provisions in Exhibits “A” through “O” are incorporated herein as though set out in full.

[SIGNATURE PAGE FOLLOWS]

Initial: _____
Date: _____

Grantee Signature: Designated Signing Authority:

Signature: _____ Date: _____

Print Name: _____ Title: _____

State Vendor Number: _____ UEI Number: _____

South Carolina Office of Regulatory Staff Signature:

Signature: _____ Date: _____

Print Name: _____ Title: _____

Initial: _____
Date: _____

EXHIBIT A

PROJECT DESCRIPTION

Applicant Name: *(Auto-generated, as provided in the Applicant's Approved Grant Application)*

Project Number: *(Auto-generated, as provided in the Applicant's Approved Grant Application)*

Project Name: *(Auto-generated, as provided in the Applicant's Approved Grant Application)*

PROJECT AREA:

County(s): *(Auto-generated, as provided in the Applicant's Approved Grant Application)*

Grantee shall provide broadband infrastructure and connectivity to unserved South Carolina properties in project areas as outlined in Exhibit L and Exhibit M, which are sourced from uploaded Grantee Shapefiles referenced in the Grantee's approved application and associated attachments.

SCOPE OF PROJECT:

Grantee shall be responsible for the following:

Project Narrative:

(Auto-generated, as provided in the Applicant's Approved Grant Application)

Description of how the proposal meets the needs of the Community:

(Auto-generated, as provided in the Applicant's Approved Grant Application)

If the proposed Project is in an area that is subject to an existing federal or state funding commitment for reliable speeds of 100/20 Mbps, explain why there is an identified need for additional broadband investment that is not met by existing federal or state funding commitments:

(Auto-generated, as provided in the Applicant's Approved Grant Application)

*This document supersedes the ISP grant application.

Initial: _____

Date: _____

Describe any plans or programs you have developed to improve adoption in the community described in this proposal:

(Auto-generated, as provided in the Applicant's Approved Grant Application)

As part of the Project, explain how the Applicant will make efforts to increase digital literacy:

(Auto-generated, as provided in the Applicant's Approved Grant Application)

As part of the Project, identify any areas that the Applicant would be willing to provide public Wi-Fi in a central or community location to improve access for all South Carolinians and for what period of time:

(Auto-generated, as provided in the Applicant's Approved Grant Application)

PROJECT TIMELINE:

Event	Date
Project Start Date	<Project Start Date>
Project Construction Activity Begins	<Project Construction Activity Begins>
Project Construction Activity Complete	<Project Construction Activity Ends>
Installations Begin	<Installations Begin>
Installations End	<Installations End>
Overall Project Completion Date	<Overall Project Completion Date>

*This document supersedes the ISP grant application.

Initial: _____
Date: _____

EXHIBIT B

ELIGIBLE GRANT PURPOSES

Program funds shall be used to reimburse Grantee for authorized and allowable expenses related to the Project as contemplated by and in accordance with the Agreement. Grantee shall be responsible for using Grant funds to reimburse authorized and allowable expenses related to the Project and to enhancing broadband infrastructure and access for unserved areas. In order to be authorized, allowable, and eligible for reimbursement, expenses related to the Project must be 1) authorized and eligible for reimbursement pursuant to ARPA and related federal and state law and guidelines, and 2) for new, non-depreciated items directly related to the qualifying project. Such expenses may include the construction of outside-plant deployment necessary to deliver broadband service in the Project area (including last mile and middle mile infrastructure), electronic equipment necessary to deliver broadband service in the Project area (including equipment shelters, wireless radio, and antenna), and other costs that are directly necessary to provide broadband service to the end user in the Project area (“Eligible Expenses”).

ELIGIBLE EXPENSES: Eligible Expenses may include, but are not limited to:

- Construction and Materials (e.g., fiber, conduit, photonics, electronics, etc.), whether pulled from existing inventory or purchased during construction window. New and rehabilitative construction contracts
- Architectural and Engineering design services incurred prior to the issuance of a Notice to Proceed, if such expenses are directly required to complete a qualifying project; provided however, the amount of such expenses eligible for reimbursement pursuant to this Agreement are subject to ORS’s approval and shall not exceed \$50,000.
- Permitting fees (including railroad crossing costs, pole attachment, ROW costs, etc.)
- Validation of Service expenses
- Payroll overhead costs related to fringe benefits only. For example: employer paid insurance, employer paid payroll taxes and employer paid retirement benefits.
- Overhead costs related to vehicle usage used in construction of the project.
- Equipment directly related to broadband infrastructure and necessary for the Project. However, such equipment shall not be utilized for other activities of the Grantee, except as may be approved by ORS.
- Equipment installation

Initial: _____

Date: _____

INELIGIBLE EXPENSES: Ineligible Expenses include, but are not limited to:

- General broadband planning not associated with the Project
- Expenses related to providing broadband services
- Ongoing overhead, operating costs, or staff costs
- Overhead costs other than those described in the Eligible Expenses section
- Political activities or lobbying
- Expenses related to administering the Grant
- Equipment that is depreciable and has a useful life after Project completion
- Supply and Material Markups
- Operating expenses not directly related to the construction of the Project, including, but not limited to, leases of any kind
- Expenses related to the provision of customer devices (handsets, laptops, tablets, etc.)
- Bandwidth or spectrum expenses
- Salaries, or overhead not directly related to the construction of the Project
- Mark-ups of any kind on any eligible expense
- Expenses related to the purchase or construction of towers, land, or buildings, or for building renovations, tower upgrades, or the acquisition of facilities or companies
- Franchise expenses
- Purchase of equipment that is depreciable and has a useful life after project completion, unless it is part of the facilities used to deliver the broadband service (e.g., fiber, conduit, electronics, etc.)

Initial: _____

Date: _____

EXHIBIT C

NOTICE TO PROCEED EXAMPLE

[DATE]

[GRANTEE NAME]

[GRANTEE ADDRESS 1]

[GRANTEE ADDRESS 2]

*Re: South Carolina 2022 ARPA SLFRF 1.0 Broadband Grant Program;
Notice to Proceed*

Dear [NAME]:

This Notice to Proceed is to inform [GRANTEE NAME] of the South Carolina Office of Regulatory Staff's ("ORS") approval of your organization's South Carolina 2022 ARPA SLFRF 1.0 Broadband Grant Program ("ARPA Program") Funding Agreement executed [DATE]. [GRANTEE NAME] is authorized to proceed with work on the project(s) outlined in Exhibit A of the Funding Agreement in accordance with all requirements of the ARPA Program. Please read the Notice to Proceed and the enclosed documents carefully.

All work associated with the project(s) must be complete no later than [DATE]. [GRANTEE NAME] must submit its initial Financial and Construction Progress Report on or before [DATE]. Failure to submit progress reports in accordance with the Funding Agreement and the requirements of the ARPA Program may result in termination or modification of the Funding Agreement executed with ORS and/or [GRANTEE NAME]'s legal or equitable rights arising from its actions taken thereunder. Failure to submit progress reports in accordance with the Funding Agreement and the requirements of the ARPA Program may result in termination or modification of the Funding Agreement executed with ORS.

Please contact Broadband@ORS.SC.GOV if you have any questions or concerns regarding the Notice to Proceed or the ARPA Program.

Sincerely,

James Stritzinger

Director – Office of Broadband Coordinator

Initial: _____

Date: _____

**EXHIBIT D
APPLICATION FOR DISBURSEMENT**

Grantee Name:

State Vendor Number:

Date:

Project ID	Total Project Cost	Funds Awarded	Date of Project Completion	Total Linear Feet of Fiber or Cable Installed	Number of Locations to be Served as Listed in Application	Total Number of Locations with Service Available	Percent of Locations with Service Available	Amount of Disbursement Requested <i>(not to exceed the lesser of ___% of Total Project Cost or the amount of Funds awarded)</i>
			Total					

By submitting this Application for Disbursement, Grantee certifies that 1) it has completed the Project, 2) that the Project is capable of providing reliable broadband service as outlined in the grant guidelines to the identified Project area, and 3) Grantee is entitled to a disbursement of funds from the South Carolina 2022 ARPA SLFRF 1.0 Broadband Grant Program and pursuant to the Grant Agreement. All invoices must include a signed statement by a Principal Officer of Grantee or other representative acceptable to ORS in its sole discretion certifying that all amounts set forth herein are true and accurate and in accordance with the Agreement.

Initial: _____

Date: _____

Name

Title [President, CEO, or CFO]

SWORN to before me, this ____ day of 20__

Notary Public of South Carolina
My Commission expires:_____

**EXHIBIT D
ATTACHMENT 2**

SLFRF PROJECT CLOSEOUT AND ATTESTATION

To finalize this award, you are required to provide ORS with a narrative of the outcomes and accomplishments related to the funds spent for the specific purpose as stated in the contract. By completing and signing this report you certify that you followed all American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF) rules and regulations as outlined by US Treasury.

1. Organization/Project Information	
Organization Name:	[Add Entity Name Here]
Project Number:	
Project Name:	

2. Outcomes and Accomplishments:
[Add Outcomes and Accomplishments Here]

Initial: _____
Date: _____

Compliance with all provisions set forth in the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) final rule (“Final Rule”) is a foundational requirement of all ORS ARPA SLFRF Contractors. The submittal of this Attachment is intended to certify that all aspects of the Final Rule, guidance documentation on the Final Rule, and reporting requirements associated with federal funding required provisions have been followed and any future requirements, if any, will be followed.

The Organization’s failure to comply with the provisions of the Final Rule or guidance documentation published by US Treasury shall be regarded as a material breach of the Agreement. As agreed upon per Section VI. Miscellaneous, B. Records & Accounts of the Agreement, Organization will retain all required documents and our records for all work and expenditures on this project until December 31, 2031. Organization also acknowledges that ORS may request any additional information or documentation it deems necessary to demonstrate compliance in the form of an audit or otherwise necessary to its ability to effectively administer Coronavirus State and Local Fiscal Recovery Funds (SLFRF) on behalf of the State of South Carolina.

Printed Name & Title (President, CEO or CFO)

Date

Signature

Complete only for projects that have a total cost exceeding \$10 million

**EXHIBIT D
ATTACHMENT 3**

DAVIS-BACON CERTIFICATION

All American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) awards for projects with a total cost that exceeds \$10,000,000.00 are required to comply with the federal Davis-Bacon Act. By completing and signing this form you certify that you followed all applicable provisions set forth by the Davis-Bacon Act.

Organization Name:	
Project Number:	
Project Name:	
Period of Performance (Start Date to End Date, DD/MM/YYYY):	

I certify to the best of my knowledge and belief, that the above referenced project complies with the Davis-Bacon Act, and that all laborers and mechanics employed by contractors and subcontractors during the above referenced period were paid wages at rates not less than those listed on the Wage Determination for the specific county, for the specific period, on SAM.gov, and that all applicable provisions of the Davis-Bacon Act have been met.

I understand that a false statement on this certification shall be regarded as a material breach of the Agreement. I also acknowledge that ORS may request any additional information or documentation it deems necessary to demonstrate compliance in the form of an audit or otherwise pursuant to its ability to effectively administer Coronavirus State and Local Fiscal Recovery Funds (SLFRF) on behalf of the State of South Carolina.

Printed Name & Title (President, CEO or CFO)

Date

Signature

Initial: _____
Date: _____

**EXHIBIT D
ATTACHMENT 4**

BUILD AMERICA, BUY AMERICA CERTIFICATION

All American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) recipients may be subject to the Build America, Buy America preference requirements set forth in section 70914 of the Build America, Buy America Act when SLFRF award funds are used on an infrastructure project in conjunction with funds from other federal programs that require compliance with the Buy America Preference requirements.

Organization Name:	
Project Number:	
Project Name:	
Period of Performance (Start Date to End Date, DD/MM/YYYY):	

Funding Source 1:	ENTER NAME	ENTER DOLLAR AMOUNT
Funding Source 2:	ENTER NAME	ENTER DOLLAR AMOUNT
Funding Source 3:	ENTER NAME	ENTER DOLLAR AMOUNT
Funding Source 4:	ENTER NAME	ENTER DOLLAR AMOUNT
	TOTAL	\$

Check One:

- I certify to the best of my knowledge and belief, that the above referenced project **did not** use other federal funding for which Build America, Buy America preference is required.
- I certify to the best of my knowledge and belief, that the above referenced project **did** use other federal funding for which Build America, Buy America preference is required. I also certify that all requirements of the Build America, Buy America Act were followed and met.

Initial: _____
Date: _____

I understand that a false statement on this certification shall be regarded as a material breach of the Agreement. I also acknowledge that ORS may request any additional information or documentation it deems necessary to demonstrate compliance in the form of an audit or otherwise pursuant to its ability to effectively administer Coronavirus State and Local Fiscal Recovery Funds (SLFRF) on behalf of the State of South Carolina.

Printed Name & Title (President, CEO or CFO)

Date

Signature

Initial: _____
Date: _____

Exhibit E

SOUTH CAROLINA 2022 ARPA SLFRF 1.0 BROADBAND GRANT PROGRAM

GRANT APPLICATION

(INCLUDING ANY ATTACHMENTS OR AMENDMENTS)

Initial: _____
Date: _____

EXHIBIT F

South Carolina 2022 ARPA SLFRF 1.0 Broadband Grant Program Timeline

Event	Date
Eligibility Map Published on the ORS Website <i>Challenge period to eligibility map opens</i>	6/20/2022
Application Period Opens <i>Challenge period to eligibility map closes</i>	6/30/2022
Map Challenge accepted and posted to ORS Website	7/15/2022
Application Period Closes	8/31/2022
Submitted Applications Posted on the ORS Website / Comment Period Opens	9/6/2022
Comment Period Closes	10/3/2022
Application Review / Selection	11/1/2022
Funding Agreements Sent to the Companies	11/14/2022
Funding Agreements Returned to the ORS	12/22/2022
Notices to Proceed Issued	12/30/2022
1st Quarter 2023 Financial/Construction Progress Report and Quarterly Expenses Due	4/28/2023
2nd Quarter 2023 Financial/Construction Progress Report and Quarterly Expenses Due	7/28/2023
3rd Quarter 2023 Financial/Construction Progress Report and Quarterly Expenses Due	10/27/2023
4th Quarter 2023 Financial/Construction Progress Report and Quarterly Expenses Due	1/26/2024

Initial: _____

Date: _____

1st Quarter 2024 Financial/Construction Progress Report and Quarterly Expenses Due	4/26/2024
2nd Quarter 2024 Financial/Construction Progress Report and Quarterly Expenses Due	7/26/2024
3rd Quarter 2024 Financial/Construction Progress Report and Quarterly Expenses Due	10/25/2024
Project Completion	12/31/2024
Final Reporting Due	1/30/2025

*All dates are subject to change.

Initial: _____
Date: _____

EXHIBIT G

2022 List of South Carolina 811 Contractors and Locators

Name of Company Performing Excavation	Company’s Contact Person Name Responsible for Complying with 811 Requirements	Company’s Contact Person Phone Number	Company’s Contact Person Email Address

By submitting this document, Grantee certifies and affirms that:

- 1) the contractors and/or locators complied with the South Carolina Underground Facility Damage Prevention Act pursuant to Title 58, Chapter 36 of the South Carolina Code of Laws (“Underground Facility Damage Prevention Act”) and other applicable requirements;
- 2) the notifications required by the Underground Facility Damage Prevention Act were properly placed in accordance with this Act;
- 3) improper excavation did not occur; and
- 4) Grantee received the appropriate confirmation needed stating no underground facilities shall be harmed or affected by Grantee performing excavation for the Project.

It is the responsibility of the Grantee to update Exhibit G, if any, contractors and/or locators are either removed or added. The revised Exhibit G shall be submitted to ORS in an electronic format as part of the quarterly construction reporting process. Neither ORS nor the State shall be held liable for Grantee, its employees, contractors, locators, or subcontractors not compiling with the Underground Facility Damage Prevention Act and other applicable laws.

I certify that the information listed on this Exhibit G is true and accurate and in accordance with the Grant Agreement.

Signature: _____ Date: _____

Print Name: _____

Title: _____

Initial: _____

Date: _____

Exhibit H

SOUTH CAROLINA 2022 ARPA SLFRF 1.0 BROADBAND GRANT PROGRAM

EXPENSE SUMMARY TEMPLATE

Initial: _____
Date: _____

EXHIBIT H

This workbook is to be used for all expense submittals.

There are 4 tabs that need to be completed for each expense submittal.

(there is an additional tab for Other Expenses 'Other Expenses cont'd' and an additional tab for Materials & Supplies 'Materials & Supplies cont'd' to be used if you need additional rows)

Please note, expenses should be submitted incrementally only for the reporting period.

Expense Summary

This tab pulls the expenses from the other three tabs by using sumif statements
This tab is pre-populated with each tab name, and the corresponding expense categories for each tab - do not change this information
Enter Grantee Name in cell B7 - data entered here will populate on the other tabs
Enter Project ID as listed in application and grant agreement in cell B8 - data entered here will populate on the other tabs
Enter Project Name as listed in application and grant agreement in cell B9 - data entered here will populate on the other tabs
Select Reporting Period in cell B10 - data entered here will populate on the other tabs

All items in Grey are either formulas or are not to be changed.

All items in Blue are data entry fields.

Payroll & Fringe Summary

Enter Employee Name or Employee ID in Column A
Enter Employee Title in Column B
Select from the Drop Down box in Column C what the labor & fringe are related to: Construction, Engineering, Other
Enter in the Hours in Column D
Enter in the UNBURDENED hourly rate in Column E
Column F calculates the total payroll based upon the hours and rate entered in Columns D & E
Enter in the Employer Paid Payroll Taxes in Column G
Enter in the Employer Paid Insurance in Column H
Enter in the Employer Paid Retirement in Column I

All items in Grey are either formulas or are not to be changed.

All items in Blue are data entry fields.

Other Expenses Detail

Include all expenses on this tab that are not materials and supplies, at the invoice level.
Enter in the expense description in Column E.
Select expense category from the drop down list in Column F: Permitting, Contracting Services - Engineering, Contracting Services - Construction, Railroad Crossing, Other
Enter Vendor Name in Column G
Enter Vendor Invoice Number in Column H
Enter Payment Method (Check, ACH) in Column I
Enter Check/ACH Number, if available, in Column J
Enter in invoice the amount of the invoice charged to the project (if different from invoice amount, please show calculation on invoice copy)
Attach invoice copies AND copies of cleared (cut check will suffice if not yet cleared) checks/ACH confirmation behind the invoice the check is paying (if available), number the invoice copy as listed in Column A, behind this sheet prior to uploading file
The check copies do not have to be a copy of the cleared check, a copy of the cut check will suffice. The expectation is you should have most of these at least for the first two months in the reporting period.
(there is an additional tab for Other Expenses 'Other Expenses cont'd' and an additional tab for Materials & Supplies 'Materials & Supplies cont'd' to be used if you need additional rows)

All items in Grey are either formulas or are not to be changed.

All items in Blue are data entry fields.

Materials & Supplies Detail

Enter item number in Column E
Enter item description in Column F
Select inventory category from drop down box in Column G: Fiber, Cabinets (OLTs), ONTs, Conduit, Handhole, Pedestals, Pole Attachments, Other Materials & Supplies, Sales tax
Enter Vendor Name in Column H
Enter Vendor Invoice Number in Column I
(if multiple vendors/invoices for the same item, enter additional in a separate numbered row)
Enter Payment Method (Check, ACH) in Column J
Enter Check/ACH Number, if available, in Column K
Enter Quantity in Column L
Enter Unit of Measure in Column M
Enter Price per Unit of Measure in Column N
UOM should match as shown on the supporting invoice. If not, you must show the calculation on the invoice to match the amount reported.
Extended price is calculated in Column O
Attached invoice copies, numbered as listed in Column A, with the item highlighted, and in order, behind this sheet prior to uploading file
Attach invoice copies AND copies of cleared (cut check will suffice if not yet cleared) checks/ACH confirmation behind the invoice the check is paying (if available), number the invoice copy as listed in Column A, behind this sheet prior to uploading file
The check copies do not have to be a copy of the cleared check, a copy of the cut check will suffice. The expectation is you should have most of these at least for the first two months in the reporting period.
(there is an additional tab for Other Expenses 'Other Expenses cont'd' and an additional tab for Materials & Supplies 'Materials & Supplies cont'd' to be used if you need additional rows)

All items in Grey are either formulas or are not to be changed.

All items in Blue are data entry fields.

THE EXCEL FILE WILL BE SUBMITTED AS AN EXCEL FILE SEPARATELY FROM THE PDF EXPENSE SUBMITTAL

Initial: _____
Date: _____



DO NOT REVISE
PROJECT RELATED EXPENSES SUMMARY

Grant Program:	ARPA SLFRF T 1.0 - Statewide
Grantee Name:	<ENTER NAME>
Project ID:	<ENTER PROJECT ID>
Project Name:	<ENTER PROJECT NAME>
Period:	Select One

Tab	Expense Category	Amount
Payroll & Fringe Summary	Direct Salaries - Engineering	\$ -
Payroll & Fringe Summary	Direct Salaries - Construction	\$ -
Payroll & Fringe Summary	Direct Salaries - Other	\$ -
Payroll & Fringe Summary	Direct Fringe Overhead - Engineering	\$ -
Payroll & Fringe Summary	Direct Fringe Overhead - Construction	\$ -
Payroll & Fringe Summary	Direct Fringe Overhead - Other	\$ -
Other Expenses	Contracting Services - Engineering	\$ -
Other Expenses	Contracting Services - Construction	\$ -
Other Expenses	Permitting	\$ -
Other Expenses	Railroad Crossing	\$ -
Other Expenses	Other	\$ -
Materials & Supplies	Fiber	\$ -
Materials & Supplies	Cabinets / OLTs (Optical Line Terminal)	\$ -
Materials & Supplies	ONTs (Optical Network Terminal)	\$ -
Materials & Supplies	Conduit	\$ -
Materials & Supplies	Handhole	\$ -
Materials & Supplies	Pedestals	\$ -
Materials & Supplies	Pole Attachments	\$ -
Materials & Supplies	Other Materials & Supplies	\$ -
Materials & Supplies	Sales Tax	\$ -
Total		\$ -

Certification:	I hereby certify the expenses included herein are directly related to the construction of the project, and are true and accurate for the above-named project for the above-referenced period.
----------------	---

Signature:	
------------	--

Typed Name:	
Title:	

Initial: _____
Date: _____

DO NOT REVISE

BROADBAND INFRASTRUCTURE OTHER EXPENSE DETAIL

ARPA SLFRF T 1.0 - Statewide

<ENTER NAME>

<ENTER PROJECT ID>

<ENTER PROJECT NAME>

Select One

Item	DESCRIPTION OF EXPENSE	CATEGORY	VENDOR NAME	INVOICE NUMBER	PAYMENT METHOD	CHECK/ACH NUMBER	TOTAL OTHER COST	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
Total							\$	-

Certification: I hereby certify the expenses included herein are unburdened, were used in the construction of the project, and are true and accurate for the above-named project for the above-referenced period.

Signature:

Typed Name:

Title:

Initial: _____
Date: _____

DO NOT REVISE

BROADBAND INFRASTRUCTURE MATERIALS & SUPPLIES DETAIL

ARPA SLFRF T 1.0 - Statewide

<ENTER NAME>

<ENTER PROJECT ID>

<ENTER PROJECT NAME>

Select One

Item	ITEM NUMBER	ITEM DESCRIPTION	CATEGORY	VENDOR NAME	INVOICE NUMBER	PAYMENT METHOD	CHECK/ACH NUMBER	QTY	UOM	COST PER UOM	TOTAL UNBURDENED MATERIALS COST
1											\$ -
2											\$ -
3											\$ -
4											\$ -
5											\$ -
6											\$ -
7											\$ -
8											\$ -
9											\$ -
10											\$ -
11											\$ -
12											\$ -
13											\$ -
14											\$ -
15											\$ -
16											\$ -
17											\$ -
18											\$ -
19											\$ -
20											\$ -
21											\$ -
22											\$ -
23											\$ -
24											\$ -
25											\$ -
26											\$ -
27											\$ -
28											\$ -
29											\$ -
30											\$ -
Total											\$ -

Certification:	I hereby certify the materials and supplies expense included herein are unburdened, were used in the construction of the project, and are true and accurate for the above-named project for the above-referenced period.
----------------	--

Signature:	
------------	--

Typed Name:	
-------------	--

Title:	
--------	--

Initial: _____
Date: _____

DO NOT REVISE - TO BE USED IF ADDITIONAL ROWS ARE NECESSARY

BROADBAND INFRASTRUCTURE OTHER EXPENSE DETAIL

ARPA SLFRF T 1.0 - Statewide

<ENTER NAME>

<ENTER PROJECT ID>

<ENTER PROJECT NAME>

Select One

Item	DESCRIPTION OF EXPENSE	CATEGORY	VENDOR NAME	INVOICE NUMBER	PAYMENT METHOD	CHECK/ACH NUMBER	TOTAL OTHER COST	
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
41								
42								
43								
44								
45								
46								
47								
48								
49								
50								
Total							\$	-

Certification:	I hereby certify the expenses included herein are unburdened, were used in the construction of the project, and are true and accurate for the above-named project for the above-referenced period.
----------------	--

Signature:	
------------	--

Typed Name:	
-------------	--

Title:	
--------	--

Initial: _____
Date: _____

DO NOT REVISE

BROADBAND INFRASTRUCTURE MATERIALS & SUPPLIES DETAIL

ARPA SLFRF T 1.0 - Statewide

<ENTER NAME>

<ENTER PROJECT ID>

<ENTER PROJECT NAME>

Select One

Item	ITEM NUMBER	ITEM DESCRIPTION	CATEGORY	VENDOR NAME	INVOICE NUMBER	PAYMENT METHOD	CHECK/ACH NUMBER	QTY	UOM	COST PER UOM	TOTAL UNBURDENED MATERIALS COST
31											\$ -
32											\$ -
33											\$ -
34											\$ -
35											\$ -
36											\$ -
37											\$ -
38											\$ -
39											\$ -
40											\$ -
41											\$ -
42											\$ -
43											\$ -
44											\$ -
45											\$ -
46											\$ -
47											\$ -
48											\$ -
49											\$ -
50											\$ -
51											\$ -
52											\$ -
53											\$ -
54											\$ -
55											\$ -
56											\$ -
57											\$ -
58											\$ -
59											\$ -
60											\$ -
Total											\$ -

Certification:	I hereby certify the materials and supplies expense included herein are unburdened, were used in the construction of the project, and are true and accurate for the above-named project for the above-referenced period.
----------------	--

Signature:	
------------	--

Typed Name:	
-------------	--

Title:	
--------	--

Initial: _____
Date: _____

EXHIBIT I

Coronavirus State and Local Fiscal Recovery Fund Guidance

Compliance with provisions set forth in the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”) final rule (“Final Rule”) is a foundational requirement of all Grant recipients. While several key components of the Final Rule are outlined in the Grant Agreement, this Exhibit is intended to make inclusive all aspects of the Final Rule, guidance documentation on the Final Rule, and reporting requirements associated with federal funding required provisions. Online linkage is provided below.

A Grant recipient’s failure to comply with the provisions of the final rule or guidance documentation published by the U.S. Treasury shall be regarded as a material breach of this Agreement. ORS may request any additional information or documentation it deems necessary to demonstrate compliance in the form of an audit or otherwise pursuant to its ability to effectively administer SLFRF on behalf of the State of South Carolina.

Coronavirus State and Local Fiscal Recovery Funds: Department of the Treasury Final Rule [31 CFR Part 35 RIN 1505-AC77] <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule
<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>

Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds
<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

Initial: _____

Date: _____

Exhibit J

QUARTERLY CONSTRUCTION AND FINANCIAL PROGRESS REPORT

(INCLUDING ANY ATTACHMENTS OR REVISIONS)

Initial: _____

Date: _____

This workbook is to be used for all quarterly reporting and must be paired with Exhibit H; Expense Summary Workbook

There are 4 tabs that need to be completed for each quarterly report, details are provided in the sections that follow

- | | |
|-----------------------------|--|
| Summary | This tab includes pertinent data ISPs must provide about the project on a quarterly basis
Fields highlighted in Yellow are pick lists, choose from selection(s) provided in each list
All fields must be filled out |
| Compliance Reporting | This tab is intended to capture all permits sought in support of the project
Contact information must reflect those individuals who served as the contact for a given permit
Contacts serving as Locators and Contractors for all 811 permitting must also be included in Exhibit G
If new contacts are chosen to support 811 permitting, ISP must resubmit a revised Exhibit G along
with their Quarterly Report and Expense Summary Report |
| Geotagged Photos | The status of Project Photos and Speed Test Photos are Required Fields
If yes, geotagged photos were included as part of the Quarterly Report, ISP must provide a count of
photos in the fields provided
Speed test results must be filled out for all homes connected as part of the project |
| Certification | ISPs must fill out all fields on this tab for each quarterly report |

Quarterly Financial and Construction Progress Report

South Carolina ARPA 1.0 Broadband Grant Program

Reporting Period

Select reporting period:	Select One
--------------------------	------------

Submission Information

Company/Applicant Name:	
Project Title:	
Project Number:	
Project Location:	
Completed By (Name):	
Title:	
Email:	
Phone:	

Project Information - Project to Date

Estimate Percent Completion of Design:	
Estimate Percent Completion of Construction:	
Overall Estimate Percent Completion of Project:	
Status of Completion:	Select One
Cumulative Linear Feet of Fiber/Cable Installed Since Project Inception:	
Total Number of Homes Passed:	
Total Number of Businesses Passed:	
Total Number of Anchor Institutions Passed:	
Cumulative Number of Structures Passed Since Project Inception:	-
Cumulative Number of Structures Connected Since Project Inception:	
Cumulative Number of Structures Connected Receiving Minimum 100/20 Mbps and Scalable to 100/100 Mbps Since Project Inception:	

Financials

Funding Source	Award Amount
ARPA SLFRF Match funds	
Applicant funds	
Total	\$ -
Budget Status	Select One
Explanation	

Initial: _____

Date: _____

Project Status

Description of Work Performed During Reporting Period	
Issues Encountered	
Future Work Planned	

Initial: _____
Date: _____

Certification by Company Officer / Project Engineer

I certify that I am an officer of or engineer for the company and that I have examined the foregoing report and, to the best of my knowledge, information and belief, all statements of fact contained in this report are true. In addition, I swear, under penalty of perjury, that all requested identification registration information has been provided and is accurate.

Select One

*Signature:

Print Name of Signatory:

Title of Signatory:

Business Telephone Number:

Email of Officer/Engineer (not for public release):

Date:

*Facsimile signatures and email signatures shall be as effective as original signatures to bind any party.
All questions should be submitted to Broadband@ors.sc.gov.

Initial: _____
Date: _____

EXHIBIT K

DATA DICTIONARY FOR SUBMISSION OF GIS SHAPEFILES

The utilization of Geographic Information System (“GIS”) data will occur throughout the lifecycle of a project, beginning with an applicant’s initial grant submission and ending with delivery of as-built shapefiles depicting areas where construction has occurred. This exhibit outlines the type and format of GIS data required for submission to the South Carolina Office of Regulatory Staff (“ORS”). GIS-based data will be used to evaluate grant submissions, manage grants awards, and track Broadband investments over time. GIS data may also be integrated into Quality Assurance measures developed by ORS to aid in the verification of work completed.

GIS Template Shapefile Data has been created to match with the data schema outlined in the sections that follow. It is available for download here: “ARPA 1.0 Eligibility Map and Data” folder on Citrix. Applicants are highly recommended to use the templates as their starting point for developing conceptual designs of proposed projects they plan to submit to the ORS. Incorrect, incomplete, or missing data may disqualify an applicant from funding.

All data submitted to the ORS must include Federal Geographic Data Committee (“FGDC”), compliant metadata describing the source, characteristics, and methods used for data creation, manipulation/editing, and associated attribution. As-built data (Fiber Lines, Structures, and Network Junctions), delivered at the completion of the project should be within +/- 3’ horizontal accuracy. Methods used for ensuring accuracy may include, but not be limited to digitizing GIS data to match statewide aerial imagery, which is map accurate at a 1:2400 or 1”=200’. Statewide aerial imagery is published through the state Geographic Information Council and located here:

<https://www.arcgis.com/apps/mapviewer/index.html?layers=1a3f8aa93e674dcd93396b8d2c11e490> Imagery is on a planned update of once per year. Therefore, modifying planning-level data to conform to as-built data by mapping at a 1:2400 scale using statewide aerials is an acceptable approach for ensuring horizontal accuracy thresholds have been met in accordance with this data standard. Regardless of the approach, applicants must document their methods chosen in the metadata for a given data layer.

Unless otherwise specified, Map Projections and Datums for GIS data submitted should conform to the following

NAD_1983_StatePlane_South_Carolina_FIPS_3900

WKID: 32133 Authority: EPSG

Projection: Lambert_Conformal_Conic

False_Easting: 609600.0

Initial: _____

Date: _____

False_Northing: 0.0
 Central_Meridian: -81.0
 Standard_Parallel_1: 32.5
 Standard_Parallel_2: 34.83333333333334
 Latitude_Of_Origin: 31.83333333333333
 Linear Unit: Meter (1.0)

Geographic Coordinate System: GCS_North_American_1983
 Angular Unit: Degree (0.0174532925199433)
 Prime Meridian: Greenwich (0.0)
 Datum: D_North_American_1983
 Spheroid: GRS_1980
 Semimajor Axis: 6378137.0
 Semiminor Axis: 6356752.314140356
 Inverse Flattening: 298.257222101

Broadband GIS Data Dictionary			
Layer Name	Layer Type	Definition	Comments
Proposed Project Service Area	Polygon	The serviceable project area boundary from which all structures will have Broadband Access upon completion of the project	Area should be inclusive of all proposed homes, businesses, and anchor institutions an ISP proposed to pass. Upon award, geometry cannot change without an amendment to the agreement
Attribute Name	Data Type	Definition	Values/Comments
Project ID Alias = ProjectID	Text	Unique ID provided by an ISP	This is an ISP generated value preferably linked to their internal management system

Initial: _____
 Date: _____

TechType Alias = Technology Type	Text	Type of Technology to be deployed	Fiber to the Premises, Hybrid Fiber/Coax, Fixed Wireless/Satellite
Layer Name	Layer Type	Definition	Values/Comments
2020 Census Blocks in Proposed Service Area	Polygon	Eligible 2020 Census Block data depicting only those areas for which a proposed project may occur	Feature instances should match with native 2020 Census Block data, (do not merge or edit the geometries of the Census data), only those areas where projects are proposed should be included. Upon award, geometry cannot change without an amendment to the agreement
Attribute Name	Data Type	Definition	Values/Comments
Project ID	Text	Unique ID provided by an ISP	This is an ISP generated value preferably linked to their internal management system
GEOID 2020	Integer	Unique Census Block ID for a given feature instance	This value is generated by the US Census
PerServed Alias = Percent to be Served	Float	Percentage of housing units within a Census Block to be served upon completion of the project expressed as a decimal value	If an ISP doesn't plan to serve every housing unit within a given Census block, estimate the number of homes that will have access as a percentage
TotHouse Alias = Total Housing Unit	Integer	Total number of housing units in the census block	The total number of housing units in a blocks according to the ISP
TotK12 Alias = Total number of K –12 Students	Text	Total number of K – 12 students	This value comes from the most current SC Broadband Office Eligibility map or Attribute table 0 = No Students YES = 1-5 Students

Initial: _____

Date: _____

			6 or more students is the raw student count
DDA Alias = HUD DDA	Text	Indicating if it is a HUD DDA Census block	A value of Yes if the Census if a HUD DDA census block or a value of No if it is not a HUD DDA Census Block
Layer Name	Layer Type	Definition	Comments
Proposed Line Work	Line	Proposed broadband lines an ISP will construct upon completion of the project	Digitized fiber lines should be separated by segments, by technology type, and deployment type, snapped to vertices of adjoining fiber lines. Upon award and completion of the project, ISP must submit as-built update depicting actual locations of fiber lines that align with quantities outlined in expense reports prior to final payment.
Attribute Name	Data Type	Definition	Values/Comments
FCCTech Alias = FCC Technology Code	Integer	The FCC Technology code proposed for construction	50, 43, 42
Length	Integer	Length in feet of a given line segment	Length in feet calculated from read-only length field
DepMethod Alias = Deployment Method	Text	The method for which Broadband technology will be deployed at a given line segment	Aerial, Buried, Wireless
Layer Name	Layer Type	Definition	Comments
Proposed Served Structures	Point	Projected Homes/Business/Other structures that will be passed upon completion of the project	Structures should be fully contained within Project Service Area and 2020 Census Block Areas. Upon award and completion of the

Initial: _____

Date: _____

			project, ISP must submit as-built update
Attribute Name	Data Type	Definition	Values/Comments
Type	Text	The type of structure that could be served upon completion of the project	Homes, Businesses, Other
Address	Text	Full address of the structure (House Number, Street Name, Unit/Apt., City, and Zip Code)	Complete physical address of the structure.
FCC Fabric ID (Optional)	Text	ID from the FCC address fabric	ID from the FCC address if one exists for the structure
Layer Name	Layer Type	Definition	Comments
Network Junctions	Point	Projected major surface features along a Fiber Line segment	With the exception of those areas an ISP must tie into their existing infrastructure, network Junctions should be mostly contained within the Project Service Area and 2020 Census Block Areas. Upon award and completion of the project, ISP must submit as-built update depicting actual locations of fiber Network Junctions that align with quantities outlined in expense reports prior to final payment.
Attribute Name	Data Type	Definition	Values/Comments
Type	Text	The type of surface feature that's part of the fiber network	Node, Large Cabinet, Pedestal, Ect.

Guidance on Required Backup to Support Broadband Deployment for Grant Awardees

Initial: _____
Date: _____

Part of the administration and disbursement of funds to applicants includes verifying the scope requirements outlined in contractual agreements between ORS and an ISP have been met in accordance with provisions detailed in each agreement. Simply stated, ORS, their contractors, and/or agents must verify the ISP is honoring their contractual obligation to install Broadband Infrastructure in predetermined, mutually agreed upon Census Blocks. As part of these requirements, ISPs must submit geotagged photographs of the infrastructure they install, in addition to the speed tests they are required perform under a given grant award as part of their quarterly reporting.

Grant awardees must follow the steps below to complete and submit their backup as part of the Quarterly Report workflow:

1. Confirm location services is enabled on your smart device AND allowed using your device camera - **MANDATORY**
 - For directions to turn on location services on an Apple device visit: <https://support.apple.com/en-us/HT207092>
 - For directions to turn on location services on an Android device visit: <https://support.google.com/accounts/answer/3467281?hl=en>
2. At each construction site within the project service areas and associated census blocks outlined in the ISP's original work plan, take pictures of work being conducted and evidence that shows work has been completed. An equal distribution of photographs should be taken throughout the Project Service Area. Examples include pedestals, splicing, fiber, fiber cabinets (with doors open), aerial and underground fiber construction and installation (depending on type of construction), NID, etc. (avoid having people in the photographs).
3. Speed tests should be conducted at completed sites. If using a smart device to run the speed test, take a picture of the screen once the speed test is completed. This picture must be geotagged with location information where the speed test was run. When possible, an equal distribution of photographed speed tests should be taken throughout the Project Service Area.
4. Take photos along the route between sites during active construction to show proof that fiber is in the ground or is aerial.
5. Submit the raw geotagged photos with quarterly reports. Do not physically attach or embed the photographs to the Quarterly Report, rather, upload the photographs separately as part of the submission process.

Initial: _____

Date: _____

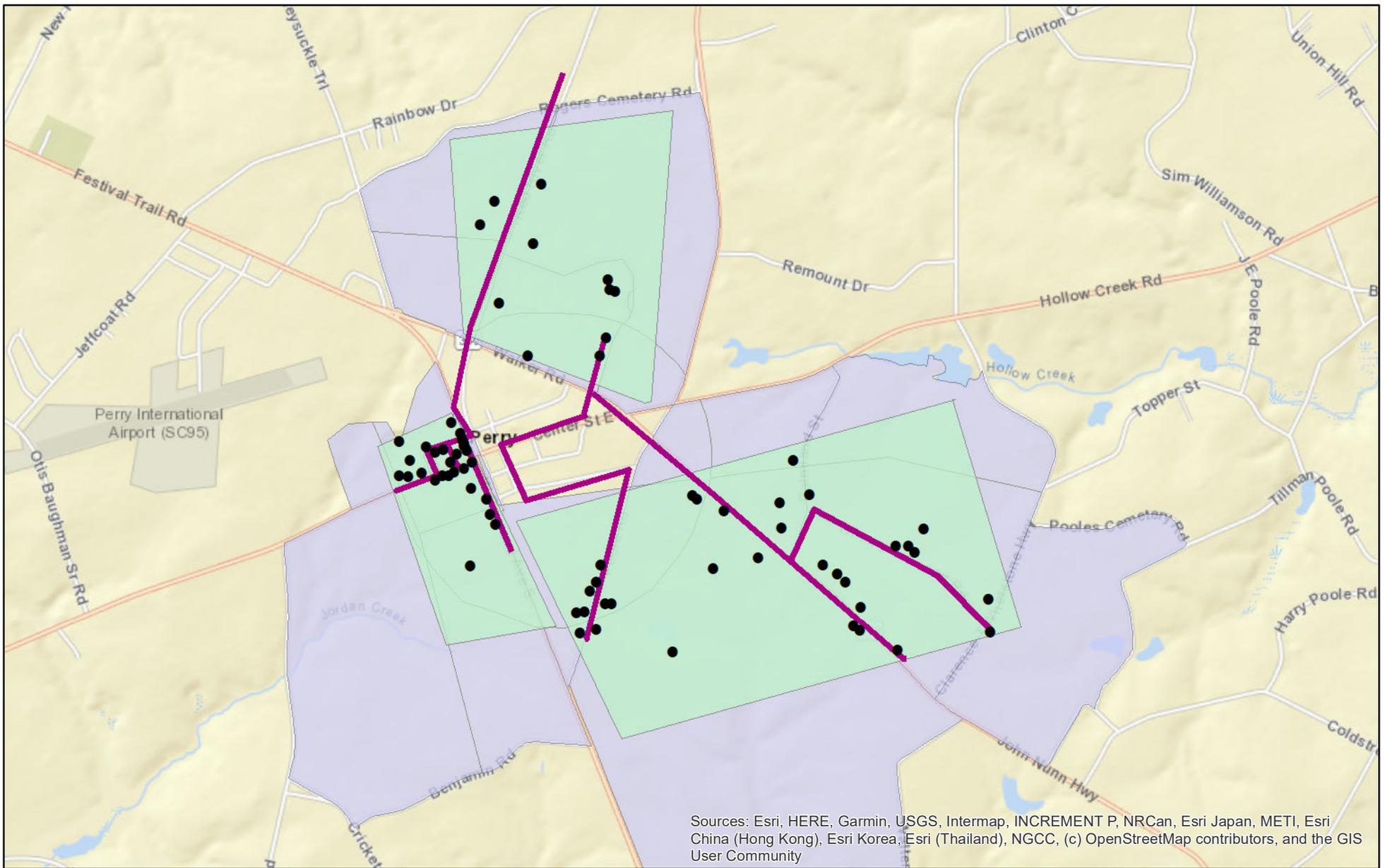


Exhibit L

Project Location Map Example

Legend

- Proposed Served Home or Business
- ▬ Proposed Fiber or Cable Line
- Proposed Service Area
- Proposed 2020 Census Block in Propsed Area

ISP Initial Here: _____
 Date: _____

 **BROADBAND OFFICE**
 Map prepared by ORS on: <Date Goes Here>

2022 ARPA 1.0

Scale: 4,000 Feet 

Data Source: <ISP Name Goes Here>

4,000 Feet 

Data Source: <ISP Name Goes Here>

Exhibit M

ARPA SLFRF 1.0 High Priority Area Grant Program

2020 Census Block Project Area

<ISP Name Goes Here>			PA = Priority Area N = Unserved	ISP Initial Here: _____ Date: _____	
GEOID20	PerServed	TotHomes	Eligibility	Project Number	Project Name
450030218002137	0.80	5		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002147	0.80	1		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002144	0.80	9		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002082	0.80	3		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002146	0.80	0		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002145	0.80	1		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002128	0.80	0		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002091	0.80	3		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002096	0.80	0		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002087	0.80	2		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002119	0.80	0		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002131	0.80	3		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002117	0.80	3		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002085	0.80	1		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002084	0.80	5		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002130	0.80	9		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002138	0.80	0		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002093	0.80	4		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002090	0.80	7		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002074	0.80	1		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002086	0.80	11		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002092	0.80	0		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002135	0.80	3		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002139	0.80	0		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002115	0.80	9		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002095	0.80	3		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002089	0.80	4		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002132	0.80	0		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002116	0.80	0		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002043	0.80	0		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002143	0.80	4		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002136	0.80	5		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>
450030218002042	0.80	3		<i>Project Number Goes Here</i>	<i>Project Name Goes Here</i>

Initial: _____
Date: _____

Exhibit N

Programmatic Data for Infrastructure Projects

(INCLUDING ANY ATTACHMENTS OR REVISIONS)

Initial: _____
Date: _____

Compliance and Reporting Guidance - State and Local Fiscal Recovery Funds states:

a. Required Programmatic Data for Infrastructure Projects (EC 5): For all projects listed under the Water, Sewer, and Broadband Expenditure Categories (see Appendix 1), more detailed project- level information is required.

For each project, Grantee must complete the following on each tab:

Project Number

Project Name

Section 1 - All Infrastructure Projects

For projects over \$10 million (based on expected total cost):

Grantee must complete Section 2 in its entirety

Attached certification(s) for sections a. and b. prior to submitting to ORS

Initial: _____

Date: _____

Exhibit N - Programmatic Data for Infrastructure Projects



Organization Name

Project Number (Format XXX-XX)

Project Name

Section 1 - All Infrastructure Projects

Projected Construction Start Date (month/year)

Jun-2022

Projected Initiation of Operations Date (month/year)

Jul-2022

Location

Does the total estimated cost of the project exceed \$10 million?

Select one

--

If you selected 'Yes' on the above question, you must complete Section 2:

Section 2 - For Projects Over \$10 million (based on expected TOTAL cost)

a.

A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts").

Certification attached?

Select One

--

If you selected 'No' on the above question, you must complete the following:

The number of employees of contractors and sub-contractors working on the project

The number of employees on the project hired directly and hired through a third party

The wages and benefits of workers on the project by classification

Whether those wages are at rates less than those prevailing

Include as a Separate Attachment

Include on Attachment (see above)

b.

A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)).

Certification attached?

Select One

--

If you selected 'No' on the above question, you must complete the following:

Describe how the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training:

Describe how the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project:

Describe how the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30):

Will workers on the project receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market?

Has the project completed a project labor agreement?

Select one

Select one

c. Does the project prioritize local hires?

Select One

d. Does the project have a Community Benefit Agreement?

Select One

If you selected 'Yes' on the above question, provide a description of any such agreement below:

--

EXHIBIT O

BUILD AMERICA, BUY AMERICA

All American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) recipients may be subject to the Build America, Buy America preference requirements set forth in section 70914 of the Build America, Buy America Act when SLFRF award funds are used on an infrastructure project in conjunction with funds from other federal programs that require compliance with the Buy America Preference requirements.

Organization Name:	
Project Number:	
Project Name:	

Funding Source 1:	ENTER NAME	ENTER DOLLAR AMOUNT
Funding Source 2:	ENTER NAME	ENTER DOLLAR AMOUNT
Funding Source 3:	ENTER NAME	ENTER DOLLAR AMOUNT
Funding Source 4:	ENTER NAME	ENTER DOLLAR AMOUNT
	TOTAL	\$

Check One:

- I certify to the best of my knowledge and belief, that the above referenced project **does not use** other federal funding for which Build America, Buy America preference is required.
- I certify to the best of my knowledge and belief, that the above referenced project **does use** other federal funding for which Build America, Buy America preference is required. I also certify that all requirements of the Build America, Buy America Act will be followed and met.

Printed Name & Title (President, CEO or CFO)

Date

Signature

Initial: _____
Date: _____