NCDIT & NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY

GREAT GRANT PROGRAM (FEDERALLY FUNDED)

Instructions for Completing the Grantee Construction Period Progress Report Form

Issued June 27, 2023

GENERAL INSTRUCTIONS

Pursuant to GREAT grant (federally funded) award agreements (for two-party agreements: Section 2.3.d. and Exhibit D; for 3 party agreements: Section 2.4.d and Exhibit D), grantees must submit a project progress report on a quarterly basis (or, if classified as a high risk, on a monthly basis). A link to the current report template (**construction period grantee progress report form, or "progress report")** and instructions on how to submit progress reports are here: www.ncbroadband.gov/funding-programs/great-grant-federal/great-grant-2021-2022/great-grant-management-documents-federal.

Completed progress reports must be submitted in PDF format. The reports will be publicly posted so grantees shall make every attempt to complete the report without inclusion of confidential or proprietary information. If inclusion of proprietary or confidential information is necessary, both a confidential and a redacted version of the completed [progress report must be submitted in separate PDF files]. Overly broad use of confidential and proprietary designations may result in progress reports being returned to the grantee for revision. Guidance on completing each section of the progress report is provided below.

SECTION A - PROJECT INFORMATION

A.1. Grantee Name: the legal name of the entity awarded GREAT grant program (federally funded) funding for the project subject to progress reporting requirements.

A.2. Project Contact Completing this Form: the name of the individual who is completing the progress report and who should be the initial contact to address questions or concerns regarding information contained in the progress report. This individual may or may not be the same person who signs the certification and attestation in Section G of the report.

A.3. Title: the official job title of the project contact.

A.4. Primary Telephone: the telephone number to be used for communicating with the project contact regarding content of progress reports.

A.5. Email: the email address to be used for communicating with the project contact regarding content of progress reports.

A.6. Reporting Period: the timeframe associated with the project information included in the progress report, which may be quarterly or monthly depending on the project's risk assessment.

A.6.1. From: the first date of the reporting period.

A.6.2. To: the last date of the reporting period.

A.7. Grant Agreement#: the unique number assigned to the grant agreement associated with the Project for which progress is being reported.

A.8. Project Title: the name assigned to the project by the grantee in the original grant application.

A.9. Project County: the primary county in which the project is located.

A.10. Technology Type: the primary transmission medium used in the project to transmit data to and from and end user's location (for example, fiber, coaxial, fixed wireless, etc.).

SECTION B - PROJECT UPDATES

B.1. Design/Engineering: an estimate of what percentage of design/engineering work for the project has been completed (by selecting the most representative percentage from the options listed). This estimate should be based on the cumulative design/engineering work completed for the project by the end of the reporting period as a percentage of the total design/engineering work required for the entire project.

Note any significant updates or challenges with the design/engineering work planned under the Project, including if any project milestones for design/engineering activities have been met or if the project is in jeopardy of missing any such milestone. If any such milestone is in jeopardy, please explain the cause and how the grantee is addressing the situation.

B.2. Securing Assets: a list of any of the following items (including but not limited to the source, agency, or department) anticipated as necessary to complete the project and a brief update (such as "pending submission," "submitted on [date], pending approval," or "approved") on any progress securing these items: rights-of-way; easements; other land; access to poles and completion of make-ready work. Note any significant updates or challenges with securing these assets, including if any project milestone has been met or if the project is in jeopardy of missing the next such milestone. If any such milestone is in jeopardy, please explain the cause and how the grantee is addressing the situation.

B.3. Materials/Supplies: an update on acquisition of materials/supplies needed for the project. Note any significant updates or challenges with securing these materials/supplies,

including if any project milestone has been met or if the project is in jeopardy of missing the next such milestone. If any such milestone is in jeopardy, please explain the cause and how the grantee is addressing the situation.

B.4. Staffing/Contractors: an update on progress with staffing/labor for the project. Please note whether design/engineering and construction labor is primarily in-house or contractors. Note any significant updates or challenges regarding labor, including if any project milestone is in jeopardy as a result of labor issues and how the grantee is addressing the situation.

B.5. Construction: Provide the project miles of fiber installed during the reporting period and to date for the categories specified.

B.5.1. Length of aerial last mile cable: miles of fiber cable attached to poles for purposes of data transmission from a local central point to multiple residential or business locations that are identified in the project agreement. Last mile can also be considered synonymous with "distribution".

B.5.2. Length of buried last mile cable: miles of fiber cable buried (via trenching, plowing, conduit, etc.) for purposes of data transmission from a local central point to multiple residential or business locations that are identified in the project agreement. Last mile can also be considered synonymous with "distribution."

B.5.3. Length of aerial middle mile cable: miles of fiber cable attached to poles for purposes of data transmission from a regional or national central point to a local central point, where it will then be connected to distribution cable. Middle mile can also be defined as the portion of the network comprising the intermediary links between the core network or backbone network and the small subnetworks at the edge of the network. It is typically the side of the network that communicates with the global internet. Middle mile can also be referred to as "backhaul infrastructure."

B.5.4. Length of buried middle mile cable: miles of fiber cable buried (via trenching, plowing, conduit, etc.) for purposes of data transmission from a regional or national central point to a local central point, where it will then be connected to distribution cable. Middle mile can also be defined as the portion of the network comprising the intermediary links between the core network or backbone network and the small subnetworks at the edge of the network. It is typically the side of the network that communicates with the global Internet. Middle mile can also be referred to as "backhaul infrastructure."

B.6. Project Expenditures: Provide the total eligible expenditures as identified in Exhibit B of the project grant agreement for the reporting period and cumulative to date.

B.6.1. Project Expense Category: must reflect the expense line items identified in the project budget section of Exhibit B of the project grant agreement. Additional rows may be added as necessary to the project expenditures table.

B.6.2. Total Project Budget Amount: must reflect the total project budget by category, as reflected in the project budget section of Exhibit B of the project grant agreement.

B.6.3. Total Expenditures for Reporting Period: must reflect the grantee's total project expenditures actually incurred during the reporting period, regardless of whether the grantee has submitted any reimbursement request for any portion of the expenditures incurred in the reporting period.

B.6.4. Total Expenditures Cumulative to Date: must reflect the grantee's total project expenditures actually incurred through the end of the reporting period, regardless of whether the grantee has already submitted any reimbursement request for any portion of these expenditures.

B.6.5. Justification: provide an explanation for any project expenditures that have exceeded or are expected to exceed the project budget by expense category.

SECTION C - OTHER

C.1. Note any other significant items in relation to successful completion of this project – successes, challenges, or general progress to note, including any additional items related to construction/deployment/installations.

SECTION D - PROVISION OF SERVICE

D.1. Service Available to GREAT Locations: Specify, by selecting "Yes" or "No," if terrestrial broadband service is available from the grantee at any location(s) included in the grantee's GREAT agreement. In this context, broadband service is available if service can reliably meet or exceed speeds 100 Mbps download and 100 Mbps upload and can be provided immediately or within 10 days of a customer request and without cost to the customer other than standard connection fees. If "Yes", provide:

D.1.a. GREAT Households with Broadband Available: The quantity of residential households specified in the grantee's GREAT agreement to which broadband service is available from the grantee.

D.1.b. GREAT Businesses Locations with Broadband Available: The quantity of business locations specified in the grantee's GREAT agreement to which broadband service is available from the grantee.

D.1.c. GREAT Community Anchor Institution ("CAI") Locations with Broadband Available: The quantity of business locations specified in the grantee's GREAT agreement, which the grantee has identified as CAIs in nature, to which broadband service is available from the grantee. A CAI is defined as an entity, such as a school, library, health clinic, health center, hospital or other medical provider, public safety entity, institution of higher education, public housing organization, or community support organization that facilitates greater use of broadband service by vulnerable populations, including, but not limited to, low-income individuals, unemployed individuals, children, the incarcerated, and aged individuals. The grantee is not required to report this information if accurate information is not readily available to the grantee, but if this information is available, it should be reported on this line without removing it from the number reported in E.1.b. above.

SECTION E - FOR PROJECTS WITH TOTAL COST MORE THAN \$10 MILLION

E. Total Cost More Than \$10 Million: the cost of all grant-eligible expenses, including the portions funded by GREAT grant, the grantee, and any other party (county or otherwise) exceeds \$10 million. If the total exceeds \$10 million, U.S. Treasury SLFRF guidance requires certain labor practices and/or reported information and <u>Grantees are required to separately complete and submit Exhibit E</u>.

E.1. Davis-Bacon Act Certification: Select "Yes" or "No."

If your response is "Yes", this means that you intend to certify that all contractors and subcontractors are paying prevailing wages and fringe benefits to all laborers and mechanics on the project. One source of information on obtaining prevailing wages can be found here: <u>https://www.dol.gov/sites/dolgov/files/WHD/Obtaining-WDs.pdf</u> If your response is "No", enter the following information in the revealed questions:

E.1.1. The number of employees of contractors and sub-contractors working on the project. This information should be reported as closely as possible to represent the average full-time equivalent employees during the reporting period.

E.1.2. The number of employees on the project hired directly by the grantee. This information should be reported as closely as possible to represent the average full-time equivalent employees during the reporting period.
E.1.3. The number of employees on the project hired through a third party. This information should be reported as closely as possible to represent the average full-time equivalent employees during the reporting period.

E.1.4. The wages and benefits of workers on the project by classification.

E.1.5. Whether those wages are at rates less than those prevailing for the civil subdivision of North Carolina in which the work is being performed. One source of information on obtaining prevailing wages can be found here: <u>https://www.dol.gov/sites/dolgov/files/WHD/Obtaining-WDs.pdf</u>

E.2. Certification of Labor Agreements: Select "Yes" or "No." A labor agreement in this context means a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)).

If your response is "No", provide the following information about your plan to ensure project workforce continuity:

E.2.1. How the grantee 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.

E.2.2. How the grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project.

E.2.3. How the grantee 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).

E.2.4. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market.

E.2.5. Whether the project has completed a project labor agreement.

E.3. Prioritization of Local Hires: Select "Yes" or "No."

E.4. Community Benefit Agreement: Select "Yes" or "No." If your response is "Yes", provide the following information:

E.4.1. A description of the community benefit agreement. A community benefit agreement is a contract between the grantee and one or more community-based organizations representing community interests. The agreement spells out benefits the grantee will provide to the community in return for supporting the grantee's project. Such benefits might include, but are not limited to, one or more of the following: free public wi-fi sites, free or reduced internet access devices and/or training, discounted service, and local hire commitments.

SECTION F - COMPLETION OF CONSTRUCTION/DEPLOYMENT PHASE OF PROJECT

This section should only be used if the grantee has completed all construction/deployment work for the project and has made broadband service available to ALL locations specified in the project agreement. Grantees who have not completed all construction/deployment work should leave this section blank.

SECTION G - GRANTEE CERTIFICATION & ATTESTATION

This section must be completed by the authorized representative of the grantee. The authorized representative should be an individual who has the knowledge and authority to certify the accuracy of the report and representations contained therein. This individual may or may not be the same as the project contact identified on the first page of the report.