



# The TOWN OF NORWOOD

Commonwealth of Massachusetts

## NORWOOD AIRPORT COMMISSION

Mark P. Ryan, *Chairman*

Michael Sheehan, *Vice Chairman*

John J. Corcoran

## ***NORWOOD AIRPORT COMMISSION***

### **POSTING**

NOTICE IS HEREBY GIVEN THAT A PUBLIC MEETING OF THE NORWOOD AIRPORT COMMISSION WILL BE HELD:

**DATE:** Wednesday, April 28, 2021

**TIME:** 3:30 p.m.

**PLACE:** This meeting will be conducted digitally using *Go To Meeting*. Directions explaining how to join the meeting can be found on page three of the agenda.

*The Chair reserves the right to call items on the agenda out of order. The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting at least forty-eight (48) hours prior to the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. Items listed for executive session may be discussed in open session, in addition to or in lieu of discussion in executive session.*

# MEETING AGENDA

## 1. PROJECTS

- AIP project update: *DuBois & King*

## 2. MINUTES

- 3/17/21 regular business meeting
- 4/7/21 special meeting

## 3. AIRPORT MANAGER'S REPORT

## 4. OLD BUSINESS

- *Boston Executive Helicopters' (BEH)* request for placement of storage containers and office on DC-3 and west aprons

## 5. NEW BUSINESS

- FAA grant application, environmental assessment, phase II for taxiway C re-location and runway 17/35 paved safety areas
- FAA grant application, taxiway D re-location and runway obstruction removal
- Payment request #5, AIP No. 3-25-0037-041-2020 (environmental assessment, phase I)

## 6. CORRESPONDENCE:

- FAA grant application for permitting/environmental assessment (phase II) of taxiway C re-location and runway 17/35 paved safety areas
- FAA grant application for taxiway D re-location and runway obstruction removal
- 3/22/21 letter from R. Maguire to W. Mulvey re: request to bow hunt on airport property
- Payment request #5, AIP No. 3-25-0037-041-2020 (environmental assessment, phase I)
- Town of Norwood, FY 2022 budget book insert draft, Airport Department
- 3/18/21 notice of default letter re: *Boston Executive Helicopters, LLC* (BEH) leases; from M. Makarious, of *Anderson Kreiger*, to C. Donovan, of BEH
- 3/19/21 application for federal assistance under the *Coronavirus Response and Relief Supplemental Appropriation Act (CRRSA)*
- Invitation for bids: re-location of taxiway D and runway approach obstruction removal
- 1-13-21 e-mail and attachment from C. Donovan, of *Boston Executive Helicopters, LLC*, to the NAC re: containers and office placement

## 7. EXECUTIVE SESSION

Purpose 3 for executive session (M.G.L. c. 30A, § 21(a)(3)) – To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the Norwood Airport Commission: *Boston Executive Helicopters, LLC* v. Town of Norwood et al., U.S. District Court-Massachusetts Civil Action No. 1:15-cv-13647-RGS.

- 3/17/21 executive session minutes
- 4/7/21 executive session minutes

**Here is additional information about how to attend the meeting using GoToMeeting:**

**Norwood Airport Commission, Regular Business Meeting**

Wed, Apr 28, 2021 3:30 PM - 4:30 PM (EDT)

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/726194845>

**You can also dial in using your phone.**

United States: [+1 \(872\) 240-3212](tel:+18722403212)

**Access Code:** 726-194-845

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# DRAFT ONLY

**AIRPORT COMMISSION MEETING  
REGULAR BUSINESS MEETING  
March 17, 2021**

**In Attendance:**

Commissioners: Mark Ryan, Chairman; Michael Sheehan, Vice Chairman; John Corcoran; Russ Maguire, Airport Manager

**Meeting Called to Order: 3:31 PM**

**NCM and Neil Hartzell, Esq. from Flight Level are recording this meeting.**

**Meeting via GoToMeeting**

**PROJECTS**

- AIP Project update, DuBois & King, Jeff Adler  
Jeff Adler updated the Commission regarding the environmental assessment for the paved safety areas and Taxiway C relocation. There are continued discussions with MassDEP regarding the variance. Everything is still on target to get all permits and variance by the end of 2021, with construction scheduled for 2022.

Taxiway D relocation as well as obstruction removal off runway 28 end is going to be advertised on March 19<sup>th</sup>. Pre-bid meeting is scheduled and bid opening is posted as April 20<sup>th</sup>. A grant application will be filed with FAA prior to May 1<sup>st</sup>. Construction should start in late summer.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve payment request #4, AIP No. 3-25-0037-039-2020 for post construction monitoring in the amount of \$6,901.70; 100% funded by FAA.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve payment request #4, AIP No. 3-25-0037-041-2020 for environmental assessment in the amount of \$95,072.48; 100% funded by FAA.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

**MINUTES**

- 2/10/21 Regular Business Meeting

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve the minutes.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

## **AIRPORT MANAGER'S REPORT**

Mr. Maguire discussed the report and welcomed the new air traffic control manager, Diana Novellano.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve the Airport Manager's Report.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

## **NEW BUSINESS**

- Request to bow hunt on airport property from William Mulvey.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve the request for bow hunting with the approval of the Norwood Police Chief.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- Airport eligibility for FAA grant under the Coronavirus Response and Relief Appropriations Act (Public Law (116-260)(CRRSA)

The Airport is eligible for up to \$23,000 for costs related to operations.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to have Chairman sign the FAA application for federal assistance which is the SF420 form in an amount not to exceed \$23,000.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- Flight Level aviation fuel deliveries involving west apron, Superior Court order. Russ Maguire and Peter Eichleay from Flight Level updated the Commission on the blocking of fuel deliveries from Boston Executive Helicopters as well as the court order. Mr. Eichleay is looking for support from the Commission on this issue. Mina Makarious also discussed the lease with BEH. BEH was offered the opportunity to comment on the superior court order with no comments made.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to authorize Mr. Makarious to send a letter to BEH and copy to Flight Level regarding Section 4, use of premise on lease as well discussion about the unanimous vote to allow an easement on the west apron for Flight Level's fueling operations.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- Boston Executive Helicopters' (BEH) request for placement of storage containers and office on DC-3 and west aprons

There was no one present from BEH to discuss this issue.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to table the matter.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- BEH Lease Payments

The Commission and Mr. Makarious discussed the fact that BEH remains in default on the lease payments. Mr. Maguire updated the Commission on payments.

On a motion by Mr. Sheehan and seconded by Mr. Ryan, the Commission voted 2/1 by roll call to authorize the Airport Manager and counsel to send a 30-day notice to pay rent or quit to BEH.

Mr. Sheehan: Yes

Mr. Corcoran: No

Mr. Ryan: Yes

## **CORRESPONDENCE**

- 2-26-21 order on motion of Flight Level Norwood, LLC for preliminary injunction; Flight level Norwood, LLC vs. Boston Executive Helicopters, LLC (Superior Court Civil Action: 1582CV01637)
- 3-2-21 letter from Attorney N. Hartzell to Attorney M. Makarious re Flight Level aviation fuel deliveries
- 2-18-21 narrative statement from NAC to FAA re: final reimbursement for CARES Act grant
- SF 425 for CARES Act grant (3-25-0027-40-2020)
- Payment request #4, AIP No. 3-25-0037-039-2020 (post construction monitoring)
- Payment request #4 AIP No. 3-25-0041-2020 (environmental assessment)
- 1-13-21 BEH e-mail re: placement of storage containers, office on DC-3 and west aprons
- Undated letter from W. Mulvey to the NAC requesting permission to bow hunt on airport property
- 2-11-21 letter from R. Maguire to J. Bennett approving request to bow hunt on airport property
- 2-11-21 letter from R. Maguire to M. O'Brien approving request to bow hunt on airport property

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to file all correspondence.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

Mr. Ryan made additional comments regarding the long-standing relationship with the Commission and Boston Executive Helicopters.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to adjourn for the purposes of Executive Session for Purpose 3 to discuss strategy with respect to litigation, if an open meeting may have a detrimental effect on the litigating position of the Norwood Airport Commission: Boston Executive Helicopters, LLC v. Town of Norwood et al., U.S. District Court – Massachusetts Civil Action No 1:15-CV-13647-RGS;

- 2/10/21 executive session minutes.

The open session and executive session will be adjourned at the end of the executive session meeting.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

Adjourned for the purposes for Executive Session at 4:20 p.m.

The minutes of the NAC will be published on the Town Website.

**MEETING ADJOURNED: 4:31 PM**

**DRAFT ONLY**

**AIRPORT COMMISSION MEETING  
REGULAR BUSINESS MEETING  
April 7, 2021**

**In Attendance:**

Commissioners: Mark Ryan, Chairman; Michael Sheehan, Vice Chairman; Russ Maguire,  
Airport Manager

**Meeting Called to Order: 3:10 PM**

**NCM and Boston Executive Helicopters are recording this meeting.**

**Meeting via GoToMeeting**

**NEW BUSINESS**

- Update on federal/state litigation with Boston Executive Helicopters, LLC (BEH)
- 4-2-21 letter by R. Maguire, Airport Manager, to Norwood Airport Commission (NAC) re: requests based on conduct of BEH employees (see *Correspondence*)

**CORRESPONDENCE**

- 4-2-21 letter from R. Maguire , Airport Manager, to NAC

On a motion by Mr. Sheehan and seconded by Mr. Ryan, the Commission voted 3/0 by roll call to adjourn for the purposes of Executive Session for Purpose 3 to discuss strategy with respect to litigation, if an open meeting may have a detrimental effect on the litigating position of the Norwood Airport Commission in the federal and state litigation involving Boston Executive Helicopters.

The open session and executive session will be adjourned at the end of the executive session meeting.

Mr. Sheehan: Yes

Mr. Ryan: Yes

Adjourned for the purposes for Executive Session at 3:13 p.m.

The minutes of the NAC will be published on the Town Website.

**MEETING ADJOURNED: 4:10 PM**



# The TOWN OF NORWOOD

Commonwealth of Massachusetts

## *Norwood Memorial Airport*

Russ Maguire, A.A.E., ACE, Airport Manager

OFFICE ADDRESS

111 Access Road  
Norwood, MA 02062

MAILING ADDRESS

111 Access Road  
Norwood, MA 02062

March 22, 2021

William Mulvey  
6 Bradford Street  
South Easton, MA 02375

**RE: Request to Bow Hunt on Norwood Airport Property (Attached)**

Dear William:

With the support of Norwood Police Chief, William Brooks, the Norwood Airport Commission (NAC) again approves your request to lawfully hunt (**bow-hunting only**) on the Town's airport land, beyond the security fence. The Airport Commission's requirement—that your hunting continues to be endorsed by the Norwood Police, and, in observance of all Commonwealth of Massachusetts hunting regulations—remains in force. Additionally, the NAC has made clear in its determination that you only gain access to airport land, beyond the security fence, by lawful entry.

The NAC does not support access onto airport land by trespassing through private property.

For safety reasons, airport management would like to be advised in advance when you expect to bow-hunt on airport land. Please advise us in writing at both of the following e-mail addresses:

rmaguire@norwoodma.gov  
mraymond@norwoodma.gov

With the expectation that you'll meet the aforementioned conditions, the NAC hereby authorizes you to bow-hunt on the Town-owned airport land, beyond the airport security fence.

Sincerely,

Russ Maguire, Manager  
Norwood Memorial Airport

Cc: *Norwood Airport Commission; Norwood Police; Norwood Board of Selectmen*

To the Norwood Airport Commission,

My Name is William Mulvey I am local hunter. I was honored to have gotten the permission last year from the Airport commission to hunt on the Airport grounds during last years deer hunting season. Unfortunately last season was a tough one and we did not get a chance to use the opportunity. I am writing to you in hopes I would be considered again for the opportunity to hunt on the Norwood Airport ground.

Jake Bennett, Michael O'Brien and myself will be hunting together again this year and even though we did not get a chance to get in during the season for a hunt, we had put in some work as far as scouting and with any new area there are those hit or miss times and we feel that we were just not in the right spot due to our scouting. We hope to get some more scouting in and find that prime spot as long as we get the permission through this commission.

We have hunted together for the last 4 years and would like to be considered for approval to hunt for the Airport this season. Myself and Michael O'Brien are Marine Corps veterans and have been hunting for approximately 15 years. Jake Bennett has grown up hunting with his family in upstate New York. We strictly abide by all rules and regulations set forth by the State of Massachusetts and their hunting laws as well as any other guidelines that may be put forth by this commission. I hope to hear back from you and I would like to thank you for your time.

William Mulvey

6 Bradford St.

South Easton, Ma. 02375

Cell: 781-812-8208



April 12, 2021

Mr. Russ Maguire, Airport Manager  
Norwood Memorial Airport  
111 Access Road  
Norwood MA 02062

SUBJECT: Norwood Memorial Airport  
AIP No. 3-25-0037-041-2020 Environmental Assessment I  
FAA Payment Request No. 5

Dear Mr. Maguire:

Attached please find copies of FAA Pay Request No. 5 for the above referenced project. The payment request includes DuBois & King, Inc. Invoice No 421043

The Commission should anticipate the following reimbursement sources for the total amount billed to date:

FAA \$ 13,041.58  
Total \$ 13,041.58

The Commission should anticipate the following reimbursement sources for the total amount billed to date:

	Total Invoice	FAA	MassDOT	OWD
Sponsors Administration Costs	\$ .00	\$ .00	\$ .00	\$ .00
DuBois & King, Inc.	\$13,041.58	\$13,041.58	\$..00	\$ .00
Total Recommended Payments	\$13,041.58	\$13,041.58	\$..00	\$ .00

If you have any comments or questions don't hesitate to contact me at 603-637-1043.

Very truly yours,  
DuBOIS & KING, INC.

Jeffrey A. Adler, P.E.,  
Senior Project Manager

<b>REQUEST FOR ADVANCE OR REIMBURSEMENT</b>	1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL
		b. "X" the applicable box <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED FAA/Airports Division		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 3-25-0037-041-2020	
5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST 5	6. EMPLOYER IDENTIFICATION NUMBER 04-6001254	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER	

8. PERIOD COVERED BY THIS REQUEST

From: 03/01/2021 To: 04/08/2021

9. RECIPIENT ORGANIZATION

Name: Norwood Airport Commission  
Street1: 111 Access Road  
Street2:  
City: Norwood  
County:  
State: MA: Massachusetts  
Province:  
Country: USA: UNITED STATES  
ZIP / Postal Code: 02062

10. PAYEE (Where check is to be sent if different than item 9)

Name: MassDOT - Aeronautics  
Street1: Logan Office Center  
Street2: One Harborside  
City: East Boston  
County:  
State: MA: Massachusetts  
Province:  
Country: USA: UNITED STATES  
ZIP / Postal Code: 02128-2009

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ ACTIVITIES	(a) 20.106	(b)	(c)	TOTAL
a. Total program outlays to date (As of date) 04/08/2021	\$ 202,696.78	\$	\$	\$ 202,696.78
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)	202,696.78			202,696.78
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)	202,696.78			202,696.78
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e	202,696.78			202,696.78
h. Federal payments previously requested	189,655.20			189,655.20
i. Federal share now requested (Line g minus line h)	13,041.58			13,041.58
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$

13. CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST SUBMITTED



TYPED OR PRINTED NAME AND TITLE

Prefix:  First Name: Mark Middle Name:   
 Last Name: Ryan Suffix:   
 Title: Chairman

TELEPHONE (AREA CODE, NUMBER, EXTENSION)

781-255-5616

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.



DEPARTMENT OF TRANSPORTATION *Form approved*  
 FEDERAL AVIATION ADMINISTRATION *Budget Bureau No. 04-R0004*

1. PROJECT NO.  
 3-25-0037-041-2020

**SUMMARY OF PROJECT COSTS**

2. GRANT AGREEMENT  
 CONTRACT NO. 5

Print or type data requested. Read instructions on reverse before completing form.

3. SPONSOR'S NAME AND ADDRESS  
 Norwood Airport Commission, 111 Access Road, Norwood MA 02062

4. PERIOD ENDING  
 4/8/2021

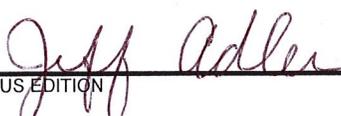
5. OFFICIAL NAME AND LOCATION OF AIRPORT  
 Norwood Memorial Airport

6. MAXIMUM FEDERAL FUNDS

7. DESCRIPTION	8. LATEST REVISED TOTAL ESTIMATED COST	9. ACTUAL COST INCURRED TO DATE		10. ESTIMATE OF AGGREGATE OF TOTAL COSTS INCURRED AND TO BE INCURRED PRIOR TO (Date)	
		AMOUNT (a)	PERCENT (b)	AMOUNT (a)	PERCENT (b)
1. Administration	\$4,000.00	\$4,000.00	100%		
2. Engineering					
Data Collection	\$31,745	\$ 31,745.00	100%		
Design	\$117,936	\$ 88,452.00	75%		
Permitting	\$107,450.00	\$69,396.96	65%		
Administration	\$22,202.00	\$9,102.82	41%		
<b>Total</b>	<b>\$283,333.00</b>	<b>\$202,696.78</b>	<b>72%</b>		

11. CERTIFICATION - I certify that the latest revised total estimated cost shown above reflects the best information available as to the probable total final cost of each item; that amounts shown as actual costs incurred to date are true and correct and are supported by records of the sponsor and, when applicable, that the estimates of the costs to be incurred reflect the best information available. I further certify that the materials used and construction accomplished meet the requirements of the plans and specifications, as evidenced by certified test and inspection reports included in the project records.

DATE  
 4/14/21

SIGNATURE OF SPONSOR'S ENGINEER  




Norwood Airport Commission  
Attn: Mr. Mark Ryan, Chairman  
111 Access Road  
Norwood MA 02062

April 9, 2021  
Invoice No:421043  
Project No: 326165

TERMS: Net 30 days from invoice date, 1.5% per month charged thereafter.  
For professional services rendered through April 8, 2021

For engineering services related to Environmental Assessment I

AIP NO. 3-25-0037-041-2020

Project Phase	Contract Amount	Percentage Complete	Previous Billed	Current Invoice	Total to Date
Article A Data Collection	\$31,745.00	100%	\$ 31,745.00	\$ -	\$ 31,745.00
Article B Design	\$117,936.00	75%	\$ 82,555.20	\$ 5,896.80	\$ 88,452.00
Article C Permitting	\$ 107,450.00	65%	\$ 62,474.20	\$ 6,922.76	\$ 69,396.96
Article D Administration	\$ 22,202.00	41%	\$ 8,880.80	\$ 222.02	\$ 9,102.82
<b>Total Contract Amount</b>	<b>\$279,333.00</b>		<b>\$ 185,655.20</b>	<b>\$ 13,041.58</b>	<b>\$ 198,696.78</b>
Total Amount Earned to Date	\$ 198,696.78				
Less Previous Billing	\$ 185,655.20				
<b>Total Amount Billed this Invoice</b>				<b>\$ 13,041.58</b>	



# The TOWN OF NORWOOD

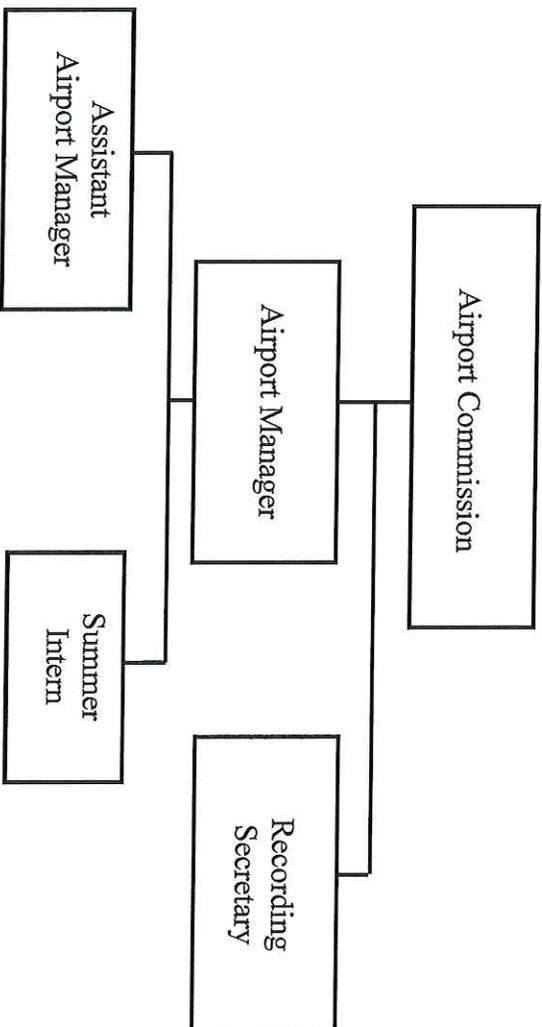
*Commonwealth of Massachusetts*

## 482 – Airport Departmental Statement

The functions of the Airport Department are as follows:

Oversee flight/ground operations, plus daily inspection of the Town-owned airport. Seek compliance with federal, state and local regulations, procedures, standards, and best management practices. Identify and correct safety-of-flight and risk management concerns. Prepare emergency plan and assist in emergency response. Provide wildlife control and environmental stewardship. Manage in-house and contractor/engineering support of the airfield, vehicles, buildings and grounds. Assist in the negotiating and writing of leases. Handle budgetary accounting, capital finance planning, the procurement of equipment, routine federal audits and federal/state grant administration. Implement and enforce the airport's security program. Participate in airport development and master planning. Cooperate with legal counsel for contract and lease review. Act as a liaison to state and federal legislators, FAA, MassDOT, the on-airport tenants, business community and citizenry. Provide external relations, to include: the handling of noise complaints, press releases, media inquiries, plus the coordination of tours and special events.

### **Airport Department Organizational Chart**



**AIRPORT**

**Personnel Summary**

Position	FY 2017 FTE	FY2018 FTE	FY2019 FTE	FY2020 FTE	FY2021 FTE
Airport Manager	1	1	1	1	1
Assistant Airport Manager	1	1	1	1	1
<b>Total Full-Time Equivalent</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>

**Airport Department Programs and Services**

- Operations Management**
- Inspect/maintain the physical plant, vehicles
  - Conduct inspections; file notices to airmen, field condition reports
  - Implement badging and access control
  - Contractor and engineering support
  - Assist with project management to upgrade the facility
  - Provide wildlife control and enforce environmental stewardship programs
  - Support emergency response management

- Business Management**
- Identify facility needs and program state-of-the-art upgrades
  - Develop capital financing schedule
  - Assist in airport development and master planning
  - Develop feasibility studies for capital improvement and revenue enhancement
  - On-site business support to tenants; external relations with business community and citizenry
  - Lease negotiations, lease drafting, CPL-U adjustments
  - Contract and insurance review; risk management
  - Administer federal and state grants
  - Administer budgetary accounting and financial reports
  - Administer accounts payable/receivable
  - Provide outreach to local, state and federal regulatory officials, granting agencies and industry representatives

### **Airport Department FY2021 Initiatives and Accomplishments**

- In light of the Covid-19 pandemic, continued to perform all on-site management functions.
- Completed the airport's technical master plan update, with 95% federal/state grant financing.
- Invested in additional landscaping to improve the airport grounds.
- To increase revenues, selected a lessee which constructed a new hangar adjacent to the *Welch Administration Building*.
- Presented MassDOT with a proposal for additional development financing to increase revenues and improve airport services.
- Completed a comprehensive pavement rehabilitation project on runway 10/28 and its connecting taxiways.
- To improve productivity, continued to train on a suite of software applications for the Town's new enterprise resource planning system, and began processing the department's financials (e.g., purchase orders, cashiering, reports, researching of transactions, etc.) using this system.
- To enhance full utilization of the airport, supported seasonal passenger service from Norwood to Nantucket.
- Completed two grant projects involving post-construction monitoring and an environmental assessment for future runway/taxiway projects.

### **Airport Department FY2022 Goals and Initiatives**

- Complete a taxiway re-location project to enhance safety.
- Remove obstructions to the runway approaches.
- Perform multi-year post construction monitoring of taxiway A.
- Perform an environmental assessment in anticipation of a taxiway C construction project, and the paving of runway safety areas.
- Seek development of an airport restaurant and retail building to increase airport revenues and improve services.
- Complete an updated storm water pollution prevention plan.
- Complete an updated yearly operational plan for vegetation management.
- Complete a capstone grant project to improve the public viewing area adjacent to the *Welch Administration Building*.
- Finalize a more energy efficient lighting conversion for the airport and administration building.
- Host an Aviation Day special event.

### **Significant Budget Changes or Initiatives**

In FY 2022, the facility maintenance and utilities line items have been transferred from the Airport Department's budget to the Facility Department's budget.

# ANDERSON KREIGER

MINA S. MAKARIOUS  
[mmakarios@andersonkreiger.com](mailto:mmakarios@andersonkreiger.com)  
T: 617.621.6525  
F: 617.621.6625

**By Certified Mail and Electronic Mail  
([christopherdonovan1@gmail.com](mailto:christopherdonovan1@gmail.com));  
[Chris@BostonExecutiveHelicopters.com](mailto:Chris@BostonExecutiveHelicopters.com)**

March 18, 2021

*Boston Executive Helicopters, LLC*  
Attn: Christopher Donovan, President  
209 Access Road  
Norwood, MA 02062

**RE: Notice of Default re: BEH Leases**

Dear Chris:

Please be advised that *Boston Executive Helicopters, LLC* (BEH) — as Lessee — remains in default of its March 2021 payments for both the DC-3 Apron lease and the West Apron lease, both of which are dated December 4, 2020 the (“Leases”). The first notice of default was sent to you on March 15 (*see Attachment A*).

On March 16, the Airport Manager received by regular mail—postmarked March 12—check #2364, which had been back-dated to March 1. For a copy of check #2364 and the envelope, see *Attachment B*. As you’ll note, the check amount was for \$3,673.66, not \$3,973.66, per the notice of default. However, Section III of both leases provides in relevant part: “All future payments by Lessee will be allocated first to any outstanding balances due other than rent. Any remaining monies paid by Lessee to Lessor will be allocated lastly to any rent balance.” The late fees owed to the NAC are an outstanding balanced due, rather than rent. Therefore, BEH remains \$300 in arrears on its March lease payments. If BEH fails to pay this outstanding amount within thirty (30) days, the NAC reserves its right to terminate both Leases and take possession of the Leased Premises in accordance with Section XVI thereof.

March 18, 2021

Page 2

In addition, the NAC has been made aware that BEH vehicles have been parked in a manner on the West Apron that prevents others' use of the airport, and that a preliminary injunction has been entered by the Norfolk Superior Court enjoining BEH such parking. Please be advised that parking vehicles in a manner that prevents access across the West Apron by others lawfully permitted to use the airport is explicitly prohibited pursuant to Section IV of the West Apron Lease. Failure to comply with this provision of the Leases will also place BEH in default thereunder.

Thank you.

Sincerely,

*/s/Mina S. Makarious*

Mina S. Makarious

Cc: *Eric Loeffler*  
*Clients*



# The TOWN OF NORWOOD

Commonwealth of Massachusetts

## Norwood Memorial Airport

Russ Maguire, A.A.E., ACE, Airport Manager

OFFICE ADDRESS  
111 Access Road  
Norwood, MA 02062

MAILING ADDRESS  
111 Access Road  
Norwood, MA 02062

**By Certified Mail and Electronic Mail**  
**(christopherdonovan1@gmail.com;**  
**Chris@BostonExecutiveHelicopters.com)**

March 15, 2021

*Boston Executive Helicopters, LLC*  
Attn: Christopher Donovan, President  
209 Access Road  
Norwood, MA 02062

**RE: Notice of Default Regarding March 2021 Lease Payments Due: DC-3 Apron, West Apron**

Dear Chris:

Please be advised that your company, *Boston Executive Helicopters, LLC* (BEH)—as Lessee—is now in default of its March 2021 payments for both the DC-3 Apron lease and the West Apron lease. As of this writing, BEH owes the Town of Norwood, through the Norwood Airport Commission, \$3,973.66.

In addition to the monthly lease payments, per Section III (Rent) of your leases, BEH—as Lessee—is responsible for all late fee payments relative to each of the two leases.

Below are two tables showing the summary of payments due, as of March 15, for each lease:

<b>WEST APRON</b>		
Monthly Lease Due	March 1, 2021	\$3,051.58
Initial Late Fee Date	March 10, 2021	\$50
Subsequent Late Fee, Daily	March 11, 2021	\$20
Subsequent Late Fee, Daily	March 12, 2021	\$20
Subsequent Late Fee, Daily	March 13, 2021	\$20
Subsequent Late Fee, Daily	March 14, 2021	\$20
Subsequent Late Fee, Daily	March 15, 2021	\$20
<b>TOTAL DUE</b>		<b>\$3,201.58</b>

<b>DC-3 APRON</b>		
Monthly Lease Due	March 1, 2021	\$622.08
Initial Late Fee Date	March 10, 2021	\$50
Subsequent Late Fee, Daily	March 11, 2021	\$20
Subsequent Late Fee, Daily	March 12, 2021	\$20
Subsequent Late Fee, Daily	March 13, 2021	\$20
Subsequent Late Fee, Daily	March 14, 2021	\$20
Subsequent Late Fee, Daily	March 15, 2021	\$20
<b>TOTAL DUE</b>		<b>\$772.08</b>

In closing, please give immediate attention to these outstanding payments due to the Town of Norwood.

Thank you.

Sincerely,



Russ Maguire, Manager  
Norwood Memorial Airport

Cc: Norwood Airport Commission; Norwood General Manager

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Norwood, MA 02062 **OFFICIAL USE**

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$7.95
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.55
<b>Total Postage and Fees</b>	<b>\$7.00</b>



Sent To Boston Executive Helicopters  
 Attn: Chris Donovan, President  
 Street and Apt. No., or PO Box No.  
209 Access Road  
 City, State, ZIP+4®  
Norwood, MA 02062

7018 2391 0001 0622 9102  
 4655 9522 7000 0622 9102

**BOSTON EXECUTIVE HELICOPTERS, LLC**

209 ACCESS RD  
NORWOOD, MA 02062-5247

2364

53-13/110 MA  
01550

DATE 3-4-2021

PAY TO THE ORDER OF

Town of Norwood

\$ 3,673.66

three thousand six hundred seventy three <sup>66/100</sup>

DOLLARS



**BANK OF AMERICA**

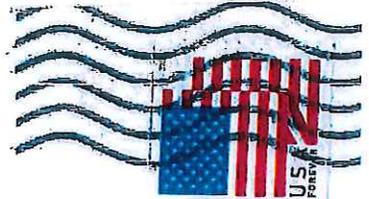
ACH R/T 01100135

FOR Under Protest, based on fraud by the NAC



BROOKTON MA 023

12 MAR 2021 PM 2 L



Russ Maguire  
Norwood Airport  
125 Access Rd  
Norwood, Mass.  
02062-525399



**Application for Federal Assistance SF-424**

\*1. Type of Submission:

- Preapplication  
 Application  
 Changed/Corrected Application

\*2. Type of Application

- New  
 Continuation  
 Revision

\* If Revision, select appropriate letter(s):

\*Other (Specify)  
\_\_\_\_\_

\*3. Date Received:

NA

4. Applicant Identifier:

OWD (Norwood Memorial) Norwood, MA

\*5b. Federal Entity Identifier:

25-0037

\*5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\*a. Legal Name: Town of Norwood

\*b. Employer/Taxpayer Identification Number (EIN/TIN):

04-6002284

\*c. Organizational DUNS:

08-421-1572

**d. Address:**

\*Street 1: Norwood Memorial Airport

Street 2: 125 Access Road

\*City: NORWOOD

County/Parish: \_\_\_\_\_

\*State: MA

Province: \_\_\_\_\_

\*Country: USA: United States

\*Zip / Postal Code 2062

**e. Organizational Unit:**

Department Name:

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: \_\_\_\_\_ \*First Name: Mark

Middle Name: \_\_\_\_\_

\*Last Name: Ryan

Suffix: \_\_\_\_\_

Title: Chairman

Organizational Affiliation:

\*Telephone Number: (781) 760-8341

Fax Number:

\*Email: mryan@norwoodma.gov

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10. Name of Federal Agency:**

**Federal Aviation Administration**

**11. Catalog of Federal Domestic Assistance Number:**

20.106 \_\_\_\_\_

CFDA Title:

Airport Improvement Program

**\*12. Funding Opportunity Number:**

NA \_\_\_\_\_

\*Title:

NA \_\_\_\_\_

**13. Competition Identification Number:**

NA \_\_\_\_\_

Title:

NA \_\_\_\_\_

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\*15. Descriptive Title of Applicant's Project:**

\$23,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Attach supporting documents as specified in agency instructions.



**TOWN OF NORWOOD  
INVITATION FOR BIDS**

The Town of Norwood, acting through the Norwood Memorial Airport Commission, invites sealed bid proposals for furnishing all labor and materials and performing all work in connection with a construction contract at the Norwood Memorial Airport, Norwood, Massachusetts as follows:

**CONSTRUCT TAXIWAY D (200' X 35') AND  
RUNWAY APPROACH OBSTRUCTION REMOVAL**

AIP No. 3-25-0037-XX

Contract # NAC-21-01

The sealed bid proposals will be received until 11:00 A.M., Verizon Time, April 19, 2021, at the Norwood Town Hall, 566 Washington St., 3rd Floor, Norwood, Massachusetts 02062, at which time and place all bids will be opened and read aloud via a virtual video conference. Bids are to be mailed via the U.S. Postal Service, Fedex, UPS, or delivered to the Town Hall mailbox located beneath the Town Hall tower at the corner of Nahatan Street and Washington Street or to the greeter located at Door #1 at Norwood Town Hall. Proposals must still be delivered prior to 11:00 A.M. Call 781-762-1240, x6036 to confirm delivery.

Taxiway D Construction Bid Opening

Mon, Apr 19, 2021 11:00 AM - 11:30 AM (EDT)

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/269293645>

**You can also dial in using your phone.**

United States: [+1 \(872\) 240-3212](tel:+18722403212)

**Access Code:** 269-293-645

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/269293645>

Bid documents will be made available beginning March 19, 2021. A pre-bid conference will be held via a virtual video conference at 11:00 A.M. on Wednesday March 31, 2021 to review the project and site conditions.

Pre-Bid Conference - Taxiway D Construction

Wed, Mar 31, 2021 11:00 AM - 11:30 AM (EDT)

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/128796149>

**You can also dial in using your phone.**

United States: [+1 \(571\) 317-3112](tel:+15713173112)

**Access Code:** 128-796-149

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/128796149>

A certified check or bid bond in an amount not less than 5% of the bid price for the Contract work will be required from each bidder. The bid security, made payable to Town of Norwood, shall be as described under INSTRUCTION TO BIDDERS.

A performance bond and payment bond in the amount of 100% of the award amount shall be submitted by the successful bidder within 10 calendar days of the award.

Drawings and Specifications may only be obtained electronically by registering and downloading at: <https://bids.norwoodma.gov>.

A planholder's list can be obtained at the Town's website at [purchasing.norwoodma.gov](http://purchasing.norwoodma.gov).

The proposed development to be accomplished under this Contract will be subject to the Federal Equal Employment Opportunity (EEO) requirements of 41 CFR Part 60 and Title VI of the Civil Rights Act; the Commonwealth of Massachusetts EEO, Anti-Discrimination and Affirmative Action Programs; and the Town of Norwood Affirmative Action Plan and Disadvantaged Business Enterprise Plan set aside for this work.

All Federal, State and local DBE/MBE/WBE forms and documentation must be submitted with the bid. SOMWBA Certification of DBE's is a requirement. Assurance and/or Certification statements of the Bidder as provided in the bid documents must be executed (signed) and submitted at the time of the bid opening. These certifications are intended to satisfy the Federal Aviation Administration (FAA), Massachusetts Department of Transportation - Aeronautics Division (MassDOT), and Town laws relative to the non-segregation, non-discrimination, and DBE practices.

Bidders on this work will be required to comply with the President's Executive Orders No. 11246, 10925, 11114 and any amendments or supplements to those Executive Orders to ensure equal employment opportunity. Bidders will be expected to comply with DBE requirements of 49CFR part 23. The requirements for bidders and contractors under this order are explained in the contract documents.

Attention of bidders, is particularly called to the requirements as to conditions of employment, the minimum wage rates to be paid under this contract and to procedures under the appropriate sections, as amended, of the General Laws of Massachusetts and the Federal Government.

**The successful bidder shall be required to submit documentation that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.** Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The Norwood Memorial Airport Commission reserves the right to waive any informalities or to reject any or all bids, or to accept any other than the lowest bidder, should it be deemed to be in the best interest of the Commission to do so.

No bidder may withdraw his/her bid within ninety (90) days after actual date of the bid opening.

Awarding Authority

Norwood Memorial Airport Commission  
Norwood Memorial Airport  
Norwood, Massachusetts

Norwood Record 3/18/21  
Central Register 3/24/21

Bill To: Norwood Airport Commission  
Town of Norwood  
P.O. Box 40  
Norwood, MA 02062  
(781) 762-1240, Ext. 107

### Application for Federal Assistance SF-424

\* 1. Type of Submission:

- Preapplication  
 Application  
 Changed/Corrected Application

\* 2. Type of Application:

- New  
 Continuation  
 Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

#### State Use Only:

6. Date Received by State:

7. State Application Identifier:

#### 8. APPLICANT INFORMATION:

\* a. Legal Name:

Town of Norwood

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

04-6001254

\* c. Organizational DUNS:

0842115720000

#### d. Address:

\* Street1:

111 Access Road

Street2:

\* City:

Norwood

County/Parish:

\* State:

MA: Massachusetts

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

02062

#### e. Organizational Unit:

Department Name:

Division Name:

#### f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

\* First Name:

Russ

Middle Name:

\* Last Name:

Maquire

Suffix:

Title:

Airport Manager

Organizational Affiliation:

\* Telephone Number:

781-255-5615

Fax Number:

\* Email:

rmaquire@norwoodma.gov

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

AIP No. 3-25-0037-XX

\* Title:

Permitting/EA Phase II for Taxiway C Relocation and Runway 17-35 Paved Safety Areas

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Permitting/EA Phase II for Taxiway C Relocation and Runway 17-35 Paved Safety Areas

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="345,050.00"/>
* b. Applicant	<input type="text" value="19,170.00"/>
* c. State	<input type="text" value="19,169.00"/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="383,389.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:



U.S. Department  
of Transportation

**Federal Aviation  
Administration**

## **FAA Form 5100-101, Application for Federal Assistance (Planning Projects)**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

### **INSTRUCTIONS FOR FORM 5100-101, Application for Federal Assistance (Planning Projects)**

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-101 (Parts II, III, and IV) represent continuation pages that the Sponsor must attach to the SF-424 form. The signature of the Sponsor's authorized representative on the associated SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-101 form.

### **Part II – Project Approval Information**

#### **Section A. Statutory Requirements**

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question. As necessary, provide any supplemental information by attaching sheets to this application.

**Item 1** – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within [www.SAM.gov](http://www.SAM.gov)) with current information at the time of the application and during the active period of the Federal award.

**Item 2** – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating available discretionary funds. (49 U.S.C. § 47115(d)(2))

**Item 3** – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (e.g. sponsor share issues, controversial issues, coordination delays, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

**Item 4** – Indicate whether the project covered by this request is also covered by another Federal assistance program .If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

**Item 5** – Indicate whether the Sponsor intends to seek reimbursement of indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request does not include the indirect costs claimed by a for-profit entity (e.g. consultant).

The De Minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.

A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

*Limitations of use:* Per policy, Sponsor's may only apply an approved ICR to allowable direct salary expenses that are reasonable and necessary to carry out the project.

### **Section B. Certification Regarding Lobbying**

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

### **Part III – Budget Information**

This form section is designed so that application can be made for funds from one or more assistance programs. Include budget estimates for the whole project when completing Sections A, B, C, and D. All applications must contain a breakdown by the object class categories shown in Lines a-e of Section B.

#### **Section A. Budget Summary**

**Lines 1-2, Columns (a) and (b)** – For applications pertaining to a single grant program, enter on Line 1 under Column (a) the catalog program title and the Catalog of Federal Domestic Assistance (CFDA) number in Column (b). For applications pertaining to two funding programs, enter the program title on each line in Column (a) and the respective CFDA number (if applicable) on each line in Column (b).

**Lines 1-2, Columns (c) through (e)** – For each line entry in Columns (a) and (b), enter in Columns (c), (d), and (e) the appropriate amounts of funds needed to support the project. For changes to an existing application, enter new budget values in Columns (c), (d), and (e).

**Line 3** – Show the totals for all columns used.

#### **Section B. Budget Categories**

The column headings (1) and (2) correspond to the program titles shown for Lines 1-2, Column (a), Section A. For each program, fill in the total requirements for funds (both Federal and non-Federal) by object class categories. The sub-columns address the "amount" and "adjusted amount". The sub-column for "adjusted amount" need only be completed when revising a previously submitted application. The Total column represents the sum across all columns.

**Lines 4 a-d** – Show the estimated amount for each cost budget (object class) category for each column with program heading.

**Line 4e** – Enter the subtotal of lines 4a through 4d.

**Line 4f** – Enter the estimated amount of program income, if any, the Sponsor expects to generate from this project.

**Line 4g** – Subtract line 4f from line 4e. For all applications, the total amount in Total column, line 4g, must equal the total amount shown in Section A, Column (e), Line 3.

### **Section C. Source of Non-Federal Resources**

**Line 5-6** – Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

**Column (a)** - Enter the program titles identical to Column (a), Section A.

**Column (b)** - Enter the amount of cash and in-kind contributions to be made by the applicant.

**Column (c)** - Enter the State contribution if the applicant is not a State or State agency. Applicants that are a State or State agencies should leave this column blank.

**Column (d)** - Enter the amount of cash and inn-kind contributions to be made from all other sources.

**Column (e)** - Enter the totals of Columns (b), (c), and (d).

**Line 7** – Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 3, Column (d), Section A.

### **Section D. Forecasted Cash Needs**

**Line 8** –

- a. **Column “Total for Project”** - Enter the amount of cash needed from the grantor agency for the project.
- b. **Columns 1<sup>st</sup> Year through 4<sup>th</sup> Year** – Enter the anticipated cash need from grantor agency per fiscal year. The sum of years 1-4 must equal the value shown under Column “Total for Project.”  
**Lines 814** - Enter the amount of cash from all other sources needed by quarter during the first year.

**Line 9** –

- a. **Column “Total for Project”** - Enter the amount of cash needed from non-Federal sources for the project.
- b. **Columns 1<sup>st</sup> Year through 4<sup>th</sup> Year** – Enter the anticipated cash need from non-Federal sources per fiscal year. The sum of years 1-4 must equal the value shown under Column “Total for Project.”

**Line 10** – Enter the amount of cash from all other sources needed by fiscal year.

### **Section E. Budget Estimates of Federal Funds Needed for Balance of the Project**

#### **Section E. Other Budget Information**

**Line 11** – Provide any other explanations required herein or any other comments deemed necessary.

### **Part IV – Program Narrative**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

#### **1. Objectives and Need for This Assistance**

Provide a short and concise description of the proposed planning effort. Include a brief narrative on the objective of the planning effort and why it is needed.

#### **2. Results or Benefits Expected**

Identify anticipated results and benefits to be derived from this planning project.

#### **3. Approach**

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Identify any factors that might accelerate or impede progress of the planning effort.
- c. Provide list of activities in chronological order to show the anticipated schedule of accomplishments and their target milestone dates.

- d. Identify project monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

#### **4. Geographic Location**

Identify the location of the project and surrounding area to be served by the proposed project.

#### **5. If Applicable, Provide the Following Information:**

Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A. If scope objectives change, explain the circumstances surrounding the need to revise the application scope of work.

## Application for Federal Assistance (Planning Projects)

### Part II – Project Approval Information

#### Section A – Statutory Requirements

The term “Sponsor” refers to the applicant name as provided in box 8 of the associated SF-424 form.

<b>Item 1</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	
<b>Item 2</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	
<b>Item 3</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	
<b>Item 4</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number.  CFDA: _____	
<b>Item 5</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414	
<input type="checkbox"/> Negotiated Rate equal to ____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII)	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

## Section B – Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## Part III – Budget Information

### Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	\$ 345,050	\$ 38,339	\$ 383,389
2.				
<b>3. TOTALS</b>		\$	\$	\$

### Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	\$ 4,000	\$	\$	\$	\$ 4,000
b. Airport Planning					
c. Environmental Planning	379,389				379,389
d. Noise Compatibility Planning					
e. Subtotal	383,389				383,389
f. Program Income					
<b>g. TOTALS</b> (line e minus line f)	\$ 383,389	\$	\$	\$	\$ 383,389

### Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5.	\$ 19,170	\$ 19,169	\$	\$ 38,339
6.				
<b>7. TOTALS</b>	\$ 19,170	\$ 19,169	\$	\$ 38,339

### Section D – Forecasted Cash Needs

Source of funds	Total for Project	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
8. Federal	\$ 345,050	\$ 172,525	\$ 172,525	\$	\$
9. Non-Federal	38,339	19,169	19,170		
<b>10. TOTAL</b>	\$ 383,389	\$ 191,694	\$ 191,695	\$	\$

### Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)
---

## Part IV - Program Narrative

(Suggested Format)

<b>PROJECT:</b> Environmental Assessment Phase II
<b>AIRPORT:</b> Norwood Memorial Airport
<b>1. Objective:</b> see attached
<b>2. Benefits Anticipated:</b> see attached
<b>3. Approach:</b> <i>(See approved Scope of Work in Final Application)</i> see attached
<b>4. Geographic Location:</b> Norwood MA
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> <i>(include address &amp; telephone number)</i> Jeff Adler DuBois & King, Inc. 15 Constitution Drive, Suite 1L Bedford NH 03110 (603) 637-1043

Submit by Email

PROGRAM NARRATIVE  
NORWOOD MEMORIAL AIRPORT  
PERMITTING/EA PHASE 2  
TAXIWAY 'C' RELOCATION  
RUNWAY 17-35 PAVED SAFETY AREAS  
AIP NO. 3-25-0037-XXX-2021

The Project involves the proposed relocation of Taxiway 'C' to prevent a direct connection from an apron to a runway and the proposed paving of the Runway 17-35 safety areas

The Taxiway C and RSA paving project commenced project design and planning in 2020. Phase 1 of the project included work under Massachusetts Environmental Policy Act ("MEPA"), National Environmental Policy Act ("NEPA"), and consultation with state agencies such as MassDEP. This second permitting phase, i.e. Phase 2, will include permitting under Norwood Wetlands Bylaw, MA Wetlands Protection Act ("WPA"), MA Endangered Species Act ("MESA") and Section 401 and 404 of the Clean Water Act. Design plans and engineering necessary as part of the EA process include Taxiway and safety area plans, profiles and cross-sections, grading, erosion control, stormwater calculations/report, stormwater design, and wetland mitigation area design.

For the relocation of the existing wildlife fence to more accessible areas of the Airport for maintenance purposes, both planning documents under MEPA and NEPA are included in this scope as well as permitting under the Bylaw, WPA and Clean Water Act.

Additional hours are also included for post-construction monitoring for years 3 through 5 of the Taxiway A realignment wetland replication area as required by the existing Variance Order of Conditions.

All users have been notified of this project and participated in the project planning.

The EA will be coordinated with FAA, MassDOT and the airport.

This project is Categorical Excluded under FAA Order 1050.1F Para 5.6.1.O

A Part 26 DBE policy is on file with FAA Civil Rights Office.

I hereby certify that the Exhibit A Property Map dated 10/30/2020 and attached to the Grant Application for AIP No. 3-25-0037-042-2021 reflects, to the best of my knowledge, the current information as of this date.

The above mentioned Exhibit A Property Map, is therefore, incorporated into this Grant Application by reference and made a part thereof.

The project costs for this project are as follows:

Administrative Costs:	\$ 4,000.00
Engineering	<u>\$379,389.00</u>
Total Project Cost	\$383,389.00

#### Project Schedule

NTP	April 2021
Grant Application	April 30, 2021
File Variance OOC	June 2021
NHESP Approval	September 2021
Variance Approval	December 2021

**Town of Norwood, MA  
Norwood Memorial Airport**

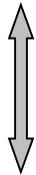
**PERMITTING/EA – 2020 PHASE II**

**Government Agencies**

**Sponsor**

**Consultants**

**FAA – New  
England Region**



**MassDOT -  
Aeronautics  
Division**



**Town of Norwood  
Norwood  
Memorial Airport**



**Prime Consultant:  
DuBois & King, Inc.**



**Sub Consultants:  
Permitting: Epsilon Assoc**



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: 3-25-0037-XXX-2021

Description of Work: Permitting/EA Phase II for Taxiway C Relocation and Runway 17-35 Paved Safety Areas

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes  No  N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes  No  N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes  No  N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes  No  N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes  No  N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Norwood Memorial Airport

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            April            , 2021            .

Name of Sponsor: Norwood Airport Commission

Name of Sponsor's Authorized Official: Mark Ryan

Title of Sponsor's Authorized Official: Chairman

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: 3-25-0037-XXX-2021

Description of Work: Permitting/EA Phase II for Taxiway C Relocation and Runway 17-35 Paved Safety Areas

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes  No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this        day of        April        , 2021        .

Name of Sponsor: Norwood Arport Commission

Name of Sponsor's Authorized Official: Mark Ryan

Title of Sponsor's Authorized Official: Chairman

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**\* APPLICANT'S ORGANIZATION**

Norwood Airport Commission

**\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: Mr. \* First Name: Mark Middle Name:

\* Last Name: Ryan Suffix:

\* Title: Chairman

**\* SIGNATURE:**

**\* DATE:**



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes    No    N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes    No    N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  

Yes	No	N/A
-----	----	-----
  
5. Sponsor has publicized or will publicize a RFQ that:
  - a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
  - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

Yes	No	N/A
-----	----	-----
  
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  

Yes	No	N/A
-----	----	-----
  
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).  

Yes	No	N/A
-----	----	-----
  
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
  - a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
  - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

Yes	No	N/A
-----	----	-----
  
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  

Yes	No	N/A
-----	----	-----
  
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  

Yes	No	N/A
-----	----	-----
  
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  

Yes	No	N/A
-----	----	-----
  
12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  

Yes	No	N/A
-----	----	-----

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes      No      N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes      No      N/A

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



## **ASSURANCES AIRPORT SPONSORS**

---

### **A. General.**

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

### **B. Duration and Applicability.**

#### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

#### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

#### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

## FEDERAL REGULATIONS

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- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1,2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

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#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

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#### **FOOTNOTES TO ASSURANCE C.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
    - a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
    - b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
    - c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
    - d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
    - e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
    - f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
  - a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. **Applicability**
  - 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
  - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
  - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 22, 2021 , and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**Application for Federal Assistance SF-424**

<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify):</b> <input type="text"/>
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<b>* 3. Date Received:</b> <input type="text"/>	<b>4. Applicant Identifier:</b> <input type="text"/>
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<b>5a. Federal Entity Identifier:</b> <input type="text"/>	<b>5b. Federal Award Identifier:</b> <input type="text"/>
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**State Use Only:**

<b>6. Date Received by State:</b> <input type="text"/>	<b>7. State Application Identifier:</b> <input type="text"/>
--	--

**8. APPLICANT INFORMATION:**

<b>* a. Legal Name:</b> <input type="text" value="Town of Norwood"/>	
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> <input type="text" value="04-6001254"/>	<b>* c. Organizational DUNS:</b> <input type="text" value="0842115720000"/>

**d. Address:**

<b>* Street1:</b>	<input type="text" value="111 Access Road"/>
<b>Street2:</b>	<input type="text"/>
<b>* City:</b>	<input type="text" value="Norwood"/>
<b>County/Parish:</b>	<input type="text"/>
<b>* State:</b>	<input type="text" value="MA: Massachusetts"/>
<b>Province:</b>	<input type="text"/>
<b>* Country:</b>	<input type="text" value="USA: UNITED STATES"/>
<b>* Zip / Postal Code:</b>	<input type="text" value="02062"/>

**e. Organizational Unit:**

<b>Department Name:</b> <input type="text" value="Norwood Airport Commission"/>	<b>Division Name:</b> <input type="text"/>
--	---

**f. Name and contact information of person to be contacted on matters involving this application:**

<b>Prefix:</b> <input type="text"/>	<b>* First Name:</b> <input type="text" value="Russ"/>
<b>Middle Name:</b> <input type="text"/>	
<b>* Last Name:</b> <input type="text" value="Maguire"/>	
<b>Suffix:</b> <input type="text"/>	

<b>Title:</b> <input type="text" value="Airport Manager"/>
--

<b>Organizational Affiliation:</b> <input type="text"/>
--

<b>* Telephone Number:</b> <input type="text" value="781-255-5616"/>	<b>Fax Number:</b> <input type="text" value="781-255-5617"/>
--	--

<b>* Email:</b> <input type="text" value="rماغuire@norwoodma.gov"/>
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**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

3-25-0037-XXX-2021

\* Title:

Construct Taxiway D and Runway Approach Obstruction Removal

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Construct Taxiway D and Runway Approach Obstruction Removal

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**  
\* a. Applicant:  \* b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**  
\* a. Start Date:  \* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="1,156,567.00"/>
* b. Applicant	<input type="text" value="64,254.00"/>
* c. State	<input type="text" value="64,254.00"/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="1,285,075.00"/>

\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?  
 a. This application was made available to the State under the Executive Order 12372 Process for review on .  
 b. Program is subject to E.O. 12372 but has not been selected by the State for review.  
 c. Program is not covered by E.O. 12372.

\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)  
 Yes  No  
If "Yes", provide explanation and attach

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)  
 \*\* I AGREE  
\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**  
Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:   
\* Title:   
\* Telephone Number:  Fax Number:   
\* Email:   
\* Signature of Authorized Representative:  \* Date Signed:

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

<b>Part II - SECTION A</b>	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.  <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Town of Norwood has in effect comprehensive zoning

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The sponsor is not in default of any obligations

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no circumstances that the Sponsor can not carry out the provisions of the Grant Assurances.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with existing plans for the airport and surrounding area

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Fair consideration has been given to surrounding communities

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The airport has consulted with airport users.

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Public hearings have been performed for the project

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

The project does not involve a runway or airport location

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no grant exclusive rights

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

All land for this project is owned by the Town

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>
1. Assistance Listing Number:
2. Functional or Other Breakout:

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
<b>Cost Classification</b>	<b>Latest Approved Amount (Use only for revisions)</b>	<b>Adjustment + or (-) Amount (Use only for revisions)</b>	<b>Total Amount Required</b>
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	64,254
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	\$ 64,254
<b>25. Other Shares</b>	<b>Amount</b>
a. State	64,254
b. Other	
c. <b>TOTAL</b> - Other Shares	\$ 64,254
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 128,508</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)
<p>I hereby certify that the Exhibit A Property map dated 5/31/01 and attached Grant Application for AIP No. 3-25-0037-xxx-xxxx reflects, to the best of my knowledge the current information as of this date.</p> <p>The above mentioned Exhibit A Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.</p>

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

**PROJECT:** Construct Taxiway D and Runway Approach Obstruction Removal

**AIRPORT:** 3-25-0037-XXX-2021

**1. Objective:**

See attached

**2. Benefits Anticipated:**

See attached

**3. Approach:** (See approved Scope of Work in Final Application)

See attached

**4. Geographic Location:**

Norwood MA

**5. If Applicable, Provide Additional Information:**

**6. Sponsor's Representative:** (include address & telephone number)

Jeff Adler  
DuBois & King, Inc. 15 Constitution Dr. Suite 1L Bedford NH 03110 603-637-1043

PROGRAM NARRATIVE

NORWOOD MEMORIAL AIRPORT

Construct Taxiway D and Runway Approach Obstruction Removal

AIP NO. 3-25-0042-XXX-2021

OBJECTIVE

The project involves the relocation and construction of Taxiway D (200' x 35' and the removal of obstructions to RW 28. Other components of the project shall consist of permitting, grading, lighting, signage, erosion control, storm drainage design, paving, and pavement markings.

BENEFIT

The project involves the relocation and construction of Taxiway D (200' x 35'), in order to eliminate a direct access from the apron area to Runway 17-35 and the removal of obstructions to runway approach surfaces recently identified by an AGIS survey for the airport.

All users have been notified of this project and participated in the project planning.

This project is covered by a FONSI issued on 8/4/2017

The project has been coordinated with MassDOT, Federal Fish & Wildlife, SHPO, and THPO.

A Part 26 DBE policy is on file with FAA Civil Rights Office.

Cost Breakdown:

Administrative Costs:	\$ 4,000.00
Engineering	\$331,275.00
Construction	<u>\$949,800.00</u>
Total Project Cost	\$1,285,075.00

Project Schedule

NTP	September 2020
Preliminary Submittal	February 11, 2021
Final Submittal	March 17, 2021

Advertise for Bids	March 19, 2021
Bid Opening	April 19, 2021
Grant Application to FAA, MassDOT	May 1, 2021
Award & Execute Construction Contract	August 2021
Construction Start	August 2021
Construction Completion	November 2021

**BID SET  
NOT FOR  
CONSTRUCTION**

NO.	DATE	DESCRIPTION	BY

NORWOOD  
MEMORIAL AIRPORT  
NORWOOD,  
MASSACHUSETTS

CONSTRUCT  
TAXIWAY 'D'  
(200' x 35') AND  
RUNWAY 28  
APPROACH  
OBSTRUCTION  
REMOVAL

AIP NO.  
3-25-0037-XXX-2021

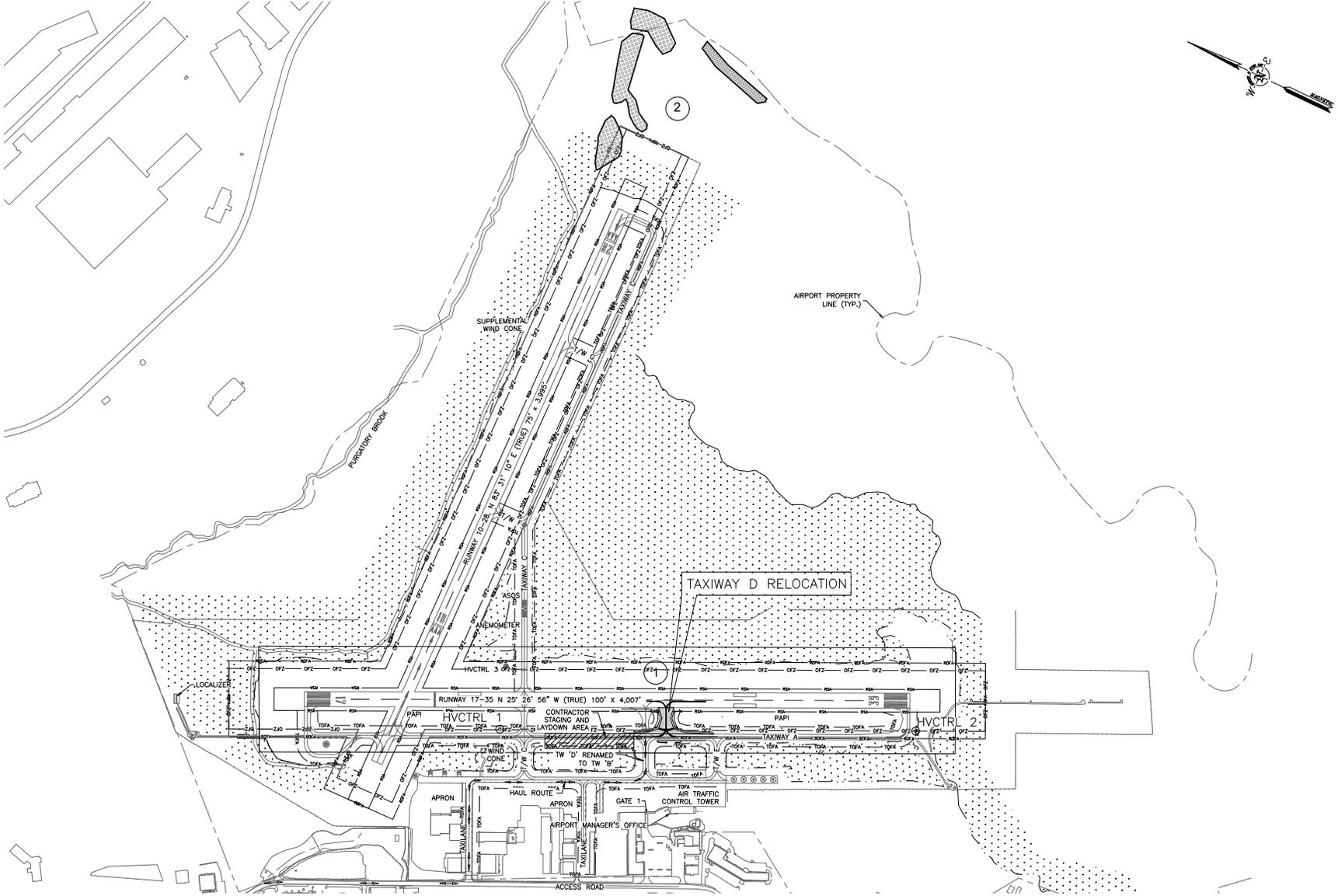
DRAWING DESCRIPTION  
  
GENERAL PLAN

DRAWN BY	DATE
EFM	FEB 2021
CHK'D BY	CHK'D PROJECT #
MCG	326810
PROJ. ENG.	CHK'D ARCHIVE #
RLT	

DRAWING NO.

**G2.1**

SHEET 02 OF 22

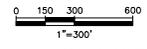


PROJECT WORK ELEMENTS

- ① CONSTRUCT, MARK, AND LIGHT TAXIWAY D RELOCATION
- ② RUNWAY 28 APPROACH OBSTRUCTION REMOVAL

TEMPORARY BENCHMARKS

BENCHMARK	NORTHING	EASTING	LATITUDE	LONGITUDE	ELEVATION
HVCTRL 1	2,894,557.33'	743,837.88'	50°25'33.99"	72°41'53.01"	45.24
HVCTRL 2	2,892,069.14'	745,016.79'	50°25'32.76"	72°41'34.28"	45.29



1"=300'  
NAD83 MA STATE PLANE, US FOOT



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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: 3-25-0037-XXX-2021

Description of Work: Construct Taxiway D and Runway Approach Obstruction Removal

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes  No  N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes  No  N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes  No  N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Norwood Memorial Airport

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            April            , 2021            .

Name of Sponsor: Norwood Airport Commission

Name of Sponsor's Authorized Official: Mark Ryan

Title of Sponsor's Authorized Official: Chairman

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)



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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: 3-25-0037-XXX-2021

Description of Work: Construct Taxiway D and Runway Approach Obstruction Removal

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes  No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this        day of        April        , 2021        .

Name of Sponsor: Norwood Airport Commission

Name of Sponsor's Authorized Official: Mark Ryan

Title of Sponsor's Authorized Official: Chairman

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b> <input style="width: 90%; border: 1px solid black;" type="text" value="Norwood Airport Commission"/>	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: <input style="width: 100px;" type="text"/>	* First Name: <input style="width: 200px;" type="text" value="Mark"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 350px;" type="text" value="Ryan"/>	Suffix: <input style="width: 100px;" type="text"/>
* Title: <input style="width: 300px;" type="text" value="Chairman"/>	
* SIGNATURE: <input style="width: 300px; height: 40px; background-color: yellow; border: 2px solid red;" type="text"/>	* DATE: <input style="width: 100px; height: 20px; background-color: yellow; border: 2px solid red;" type="text"/>



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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: 3-25-0037-XXX-2021

Description of Work: Construct Taxiway D and Runway Approach Obstruction Removal

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes    No    N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes    No    N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes    No    N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes    No    N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes    No    N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes    No    N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes    No    N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes    No    N/A
12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes    No    N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes    No    N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes    No    N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this            day of            April            , 2021            .

Name of Sponsor: Norwood Airport Commission

Name of Sponsor's Authorized Official: Mark Ryan

Title of Sponsor's Authorized Official: Chairman

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: 3-25-0037-XXX-2021

Description of Work: Construct Taxiway D and Runway Approach Obstruction Removal

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes    No    N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
- Yes  No  N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- Yes  No  N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes  No  N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            April            , 2021            .

Name of Sponsor: Norwood Airport Commission

Name of Sponsor's Authorized Official: Mark Ryan

Title of Sponsor's Authorized Official: Chairman

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)



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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: 3-25-0037-XXX-2021

Description of Work: Construct Taxiway D and Runway Approach Obstruction Removal

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes  No  N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes  No  N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes  No  N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes  No  N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes  No  N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- Yes  No  N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes  No  N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes  No  N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes  No  N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes  No  N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes  No  N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes  No  N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            April            , 2021            .

Name of Sponsor: Norwood Airport Commission

Name of Sponsor's Authorized Official: Mark Ryan

Title of Sponsor's Authorized Official: Chairman

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)



## **ASSURANCES AIRPORT SPONSORS**

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### **A. General.**

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

### **B. Duration and Applicability.**

#### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

#### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

#### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

## FEDERAL REGULATIONS

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- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1,2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

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#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

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#### **FOOTNOTES TO ASSURANCE C.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
    - a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
    - b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
    - c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
    - d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
    - e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
    - f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
  - a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



April 22,2021

Mr. Mark Ryan, Chairman  
Norwood Airport Commission  
111 Access Road  
Norwood, MA 02062

SUBJECT: Bid Analysis & Contractor Recommendation  
Relocate Taxiway D and RW 28 Obstruction Removal  
AIP No. 3-25-0037-xx-2021

Dear Mr. Ryan:

Pursuant to the methods and criteria set forth in the Bidding Documents, DuBois & King, Inc. has made a detailed analysis of the bids submitted. We are attaching a bid summary sheet indicating the results of the seven bidders. We have examined and evaluated the bid documents of the bidders with reference to the amount of the bid, bid security bond, words and figures agreement, unit prices, price extensions and totals for the contract. The low bidder is C. Naughton Corp. The total bid amount is \$949,800.00.

In comparison of the bids and the engineer's estimate, the low total bid of \$949,800.00 is slightly higher than that of the engineer's estimate of \$880,525.00. The differences are spread out over bid items. The next lowest bidder was \$283,393.00 more than that of the low bid.

Based on the bid results and the above analysis, we believe the low bid is responsive and equitable. The low bidder, C. Naughton is a MassDOT certified contractor.

In consideration of the above data, we recommend the contract be awarded to C. Naughton Corp., if you have any questions, please do not hesitate to call.

Very truly yours,  
DuBOIS & KING, INC.

Jeffrey A. Adler, P.E.  
Senior Project Manager

JAA/js

Cc: John Merck, FAA  
Owen Silbaugh, MassDOT

**BID ABSTRACT: Construct Taxiway D at Norwood Memorial Airport # NAC-21-01**

**BID OPENING: 04/20/2021 @ 11:00 A.M.**

ITEM	Construct Taxiway D at Norwood Memorial Airport			ENGINEER'S ESTIMATE		1 C. Naughton Corp		2 K.R. Rezendes, Inc.		3 J.H. Lynch & Sons, Inc.		4 E.T.&L. Corp		5 I.W. Harding Construction Co., Inc.	
	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
C-102-5.1	CATCH BASIN INLET PROTECTION	EA	5	\$ 300.00	\$ 1,500.00	\$ 50.00	\$ 250.00	\$ 300.00	\$ 1,500.00	\$ 60.00	\$ 300.00	\$ 470.00	\$ 2,350.00	\$ 400.00	\$ 2,000.00
C-102-5.2	STRAW WATTLE	LF	20	\$ 6.50	\$ 130.00	\$ 10.00	\$ 200.00	\$ 15.00	\$ 300.00	\$ 5.00	\$ 100.00	\$ 38.00	\$ 760.00	\$ 200.00	\$ 4,000.00
C-102-5.3	STABILIZED CONSTRUCTION ENTRANCE	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00	\$ 8,000.00	\$ 65,000.00	\$ 65,000.00
D-701-5.1	12-INCH HDPE	LF	370	\$ 50.00	\$ 18,500.00	\$ 200.00	\$ 74,000.00	\$ 110.00	\$ 40,700.00	\$ 80.00	\$ 29,600.00	\$ 150.00	\$ 55,500.00	\$ 62.00	\$ 22,940.00
D-701-5.2	15-INCH HDPE	LF	10	\$ 60.00	\$ 600.00	\$ 200.00	\$ 2,000.00	\$ 130.00	\$ 1,300.00	\$ 95.00	\$ 950.00	\$ 210.00	\$ 2,100.00	\$ 170.00	\$ 1,700.00
D-701-5.3	18-INCH HDPE	LF	200	\$ 65.00	\$ 13,000.00	\$ 200.00	\$ 40,000.00	\$ 140.00	\$ 28,000.00	\$ 95.00	\$ 19,000.00	\$ 100.00	\$ 20,000.00	\$ 95.00	\$ 19,000.00
D-751-5.1	DEEP SUMP CATCH BASIN, INCLUDING FRAME AND GRATE	EA	3	\$ 7,500.00	\$ 22,500.00	\$ 10,000.00	\$ 30,000.00	\$ 5,600.00	\$ 16,800.00	\$ 12,000.00	\$ 36,000.00	\$ 13,000.00	\$ 39,000.00	\$ 180,000.00	\$ 540,000.00
D-751-5.2	DRAINAGE MANHOLE, INCLUDING FRAME AND COVER	EA	3	\$ 7,000.00	\$ 21,000.00	\$ 10,000.00	\$ 30,000.00	\$ 8,500.00	\$ 25,500.00	\$ 16,000.00	\$ 48,000.00	\$ 15,000.00	\$ 45,000.00	\$ 180,000.00	\$ 540,000.00
D-751-5.3	OIL-WATER-GRIT SEPARATOR, INCLUDING FRAMES AND COVERS	EA	1	\$ 34,700.00	\$ 34,700.00	\$ 50,000.00	\$ 50,000.00	\$ 39,250.00	\$ 39,250.00	\$ 90,000.00	\$ 90,000.00	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00	\$ 200,000.00
P-101-4.1	PAVEMENT REMOVAL	SY	1500	\$ 21.00	\$ 31,500.00	\$ 10.00	\$ 15,000.00	\$ 6.00	\$ 9,000.00	\$ 10.00	\$ 15,000.00	\$ 10.00	\$ 15,000.00	\$ 5.60	\$ 8,400.00
P-150-4.1	PAVEMENT MARKING REMOVAL	SF	1200	\$ 2.00	\$ 2,400.00	\$ 2.00	\$ 2,400.00	\$ 2.00	\$ 2,400.00	\$ 1.65	\$ 1,980.00	\$ 2.00	\$ 2,400.00	\$ 2.00	\$ 2,400.00
P-150-4.2	CATCH BASIN REMOVAL	EA	2	\$ 950.00	\$ 1,900.00	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00	\$ 5,000.00	\$ 10,000.00	\$ 1,050.00	\$ 2,100.00	\$ 17,000.00	\$ 34,000.00
P-150-4.3	PIPE REMOVAL	LF	500	\$ 16.00	\$ 8,000.00	\$ 10.00	\$ 5,000.00	\$ 38.00	\$ 19,000.00	\$ 45.00	\$ 22,500.00	\$ 27.00	\$ 13,500.00	\$ 25.00	\$ 12,500.00
P-150-4.4	ELECTRICAL DUCT REMOVAL	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1.00	\$ 1.00	\$ 25.00	\$ 25.00	\$ 40,000.00	\$ 40,000.00
P-150-4.5	REMOVE TAXIWAY EDGE LIGHT - STAKE MOUNTED	EA	18	\$ 65.00	\$ 1,170.00	\$ 200.00	\$ 3,600.00	\$ 300.00	\$ 5,400.00	\$ 135.00	\$ 2,430.00	\$ 300.00	\$ 5,400.00	\$ 530.00	\$ 9,540.00
P-151-4.1	WETLAND CLEARING	AC	4	\$ 30,000.00	\$ 120,000.00	\$ 40,000.00	\$ 160,000.00	\$ 43,500.00	\$ 174,000.00	\$ 55,000.00	\$ 220,000.00	\$ 53,000.00	\$ 212,000.00	\$ 75,000.00	\$ 300,000.00
P-151-4.2	SELECT CLEARING	EA	20	\$ 1,000.00	\$ 20,000.00	\$ 200.00	\$ 4,000.00	\$ 340.00	\$ 6,800.00	\$ 200.00	\$ 4,000.00	\$ 250.00	\$ 5,000.00	\$ 500.00	\$ 10,000.00
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	3900	\$ 21.00	\$ 81,900.00	\$ 10.00	\$ 39,000.00	\$ 32.00	\$ 124,800.00	\$ 85.00	\$ 331,500.00	\$ 39.00	\$ 152,100.00	\$ 0.01	\$ 39.00
P-154-5.1	SUBBASE COURSE	CY	3700	\$ 38.75	\$ 143,375.00	\$ 20.00	\$ 74,000.00	\$ 49.00	\$ 181,300.00	\$ 60.00	\$ 222,000.00	\$ 56.00	\$ 207,200.00	\$ 0.01	\$ 37.00
P-154-5.2	SEPARATION GEOTEXTILE	SY	3700	\$ 3.00	\$ 11,100.00	\$ 2.00	\$ 7,400.00	\$ 5.00	\$ 18,500.00	\$ 2.00	\$ 7,400.00	\$ 4.50	\$ 16,650.00	\$ 2.00	\$ 7,400.00
P-209-5.1	CRUSHED AGGREGATE BASE COURSE	CY	375	\$ 70.00	\$ 26,250.00	\$ 50.00	\$ 18,750.00	\$ 75.00	\$ 28,125.00	\$ 110.00	\$ 41,250.00	\$ 125.00	\$ 46,875.00	\$ 75.00	\$ 28,125.00
P-401-8.1	BITUMINOUS PAVEMENT - BINDER COURSE	TON	300	\$ 160.00	\$ 48,000.00	\$ 185.00	\$ 55,500.00	\$ 220.00	\$ 66,000.00	\$ 160.00	\$ 48,000.00	\$ 272.00	\$ 81,600.00	\$ 330.00	\$ 99,000.00
P-401-8.2	BITUMINOUS PAVEMENT - WEARING COURSE	TON	300	\$ 160.00	\$ 48,000.00	\$ 185.00	\$ 55,500.00	\$ 210.00	\$ 63,000.00	\$ 160.00	\$ 48,000.00	\$ 298.00	\$ 89,400.00	\$ 330.00	\$ 99,000.00
P-603-5.1	EMULSIFIED ASPHALT TACK COAT	GAL	110	\$ 9.00	\$ 990.00	\$ 10.00	\$ 1,100.00	\$ 15.00	\$ 1,650.00	\$ 15.00	\$ 1,650.00	\$ 45.00	\$ 4,950.00	\$ 25.00	\$ 2,750.00
P-605-5.1	SAWCUTTING	LF	400	\$ 3.75	\$ 1,500.00	\$ 2.00	\$ 800.00	\$ 23.00	\$ 9,200.00	\$ 25.00	\$ 10,000.00	\$ 5.00	\$ 2,000.00	\$ 33.00	\$ 13,200.00
P-620-5.1	YELLOW PAINT	SF	900	\$ 2.50	\$ 2,250.00	\$ 2.00	\$ 1,800.00	\$ 2.50	\$ 2,250.00	\$ 1.95	\$ 1,755.00	\$ 2.00	\$ 1,800.00	\$ 2.00	\$ 1,800.00
P-620-5.2	BLACK PAINT	SF	3700	\$ 2.50	\$ 9,250.00	\$ 2.00	\$ 7,400.00	\$ 2.50	\$ 9,250.00	\$ 1.75	\$ 6,475.00	\$ 1.20	\$ 4,440.00	\$ 2.00	\$ 7,400.00
L-108-5.1	NO. 8 AWG, 5KV, TYPE C, 7 STRAND, L-824 CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	2000	\$ 2.00	\$ 4,000.00	\$ 2.00	\$ 4,000.00	\$ 2.20	\$ 4,400.00	\$ 2.00	\$ 4,000.00	\$ 2.60	\$ 5,200.00	\$ 2.00	\$ 4,000.00
L-108-5.2	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING CONNECTIONS/TERMINATIONS	LF	2200	\$ 4.00	\$ 8,800.00	\$ 4.00	\$ 8,800.00	\$ 3.60	\$ 7,920.00	\$ 4.00	\$ 8,800.00	\$ 4.50	\$ 9,900.00	\$ 3.30	\$ 7,260.00
L-110-5.1	4" 4-WAY CONCRETE ENCASED ELECTRICAL DUCT BANK	LF	100	\$ 58.00	\$ 5,800.00	\$ 120.00	\$ 12,000.00	\$ 145.00	\$ 14,500.00	\$ 45.00	\$ 4,500.00	\$ 220.00	\$ 22,000.00	\$ 130.00	\$ 13,000.00
L-110-5.2	CONCRETE DUCT OR SPLICE MARKER	EA	4	\$ 240.00	\$ 960.00	\$ 250.00	\$ 1,000.00	\$ 330.00	\$ 1,320.00	\$ 375.00	\$ 1,500.00	\$ 350.00	\$ 1,400.00	\$ 250.00	\$ 1,000.00
L-110-5.3	2" PVC ELECTRICAL CONDUIT	LF	2000	\$ 13.00	\$ 26,000.00	\$ 15.00	\$ 30,000.00	\$ 57.00	\$ 114,000.00	\$ 15.00	\$ 30,000.00	\$ 40.00	\$ 80,000.00	\$ 14.00	\$ 28,000.00
L-115-5.1	ELECTRICAL HANDHOLE	EA	2	\$ 5,800.00	\$ 11,600.00	\$ 6,000.00	\$ 12,000.00	\$ 14,000.00	\$ 28,000.00	\$ 6,550.00	\$ 13,100.00	\$ 7,200.00	\$ 14,400.00	\$ 15,000.00	\$ 30,000.00
T-901-5.1	GENERAL SEEDING	AC	3	\$ 3,400.00	\$ 10,200.00	\$ 7,000.00	\$ 21,000.00	\$ 9,500.00	\$ 28,500.00	\$ 8,712.00	\$ 26,136.00	\$ 7,700.00	\$ 23,100.00	\$ 8,700.00	\$ 26,100.00
T-905-5.1	TOPSOILING	CY	1800	\$ 27.00	\$ 48,600.00	\$ 40.00	\$ 72,000.00	\$ 15.00	\$ 27,000.00	\$ 42.00	\$ 75,600.00	\$ 48.00	\$ 86,400.00	\$ 40.00	\$ 72,000.00
T-908-5.1	MULCHING	Acre	3	\$ 1,900.00	\$ 5,700.00	\$ 4,000.00	\$ 12,000.00	\$ 5,300.00	\$ 15,900.00	\$ 3,872.00	\$ 11,616.00	\$ 1,100.00	\$ 3,300.00	\$ 3,880.00	\$ 11,640.00
L-125-5.1	REMOVE AND RELOCATE TAXIWAY EDGE LIGHT - BASE MOUNTED	EA	3	\$ 700.00	\$ 2,100.00	\$ 600.00	\$ 1,800.00	\$ 815.00	\$ 2,445.00	\$ 375.00	\$ 1,125.00	\$ 1,100.00	\$ 3,300.00	\$ 1,700.00	\$ 5,100.00
L-125-5.2	NEW TAXIWAY EDGE LIGHT - BASE MOUNTED	EA	24	\$ 1,200.00	\$ 28,800.00	\$ 1,500.00	\$ 36,000.00	\$ 2,150.00	\$ 51,600.00	\$ 988.00	\$ 23,712.00	\$ 2,450.00	\$ 58,800.00	\$ 2,400.00	\$ 57,600.00
L-125-5.3	NEW TAXIWAY EDGE LIGHT - STAKE MOUNTED	EA	1	\$ 950.00	\$ 950.00	\$ 500.00	\$ 500.00	\$ 655.00	\$ 655.00	\$ 935.00	\$ 935.00	\$ 550.00	\$ 550.00	\$ 1,600.00	\$ 1,600.00

**BID ABSTRACT: Construct Taxiway D at Norwood Memorial Airport # NAC-21-01**

**BID OPENING: 04/20/2021 @ 11:00 A.M.**

				1		2		3		4		5			
Construct Taxiway D at Norwood Memorial Airport				ENGINEER'S ESTIMATE		C. Naughton Corp		K.R. Rezendes, Inc.		J.H. Lynch & Sons, Inc.		E.T.&L. Corp		I.W. Harding Construction Co., Inc.	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
L-125-5.4	INSTALL NEW GUIDANCE SIGN AND BASE	EA	5	\$ 5,800.00	\$ 29,000.00	\$ 5,300.00	\$ 26,500.00	\$ 6,100.00	\$ 30,500.00	\$ 5,663.00	\$ 28,315.00	\$ 8,000.00	\$ 40,000.00	\$ 5,200.00	\$ 26,000.00
L-125-5.5	RELOCATE EXISTING GUIDE SIGN AND BASE	EA	5	\$ 1,500.00	\$ 7,500.00	\$ 1,000.00	\$ 5,000.00	\$ 2,200.00	\$ 11,000.00	\$ 1,890.00	\$ 9,450.00	\$ 3,500.00	\$ 17,500.00	\$ 2,500.00	\$ 12,500.00
L-125-5.6	REPLACE SIGN PANEL	EA	6	\$ 750.00	\$ 4,500.00	\$ 1,000.00	\$ 6,000.00	\$ 705.00	\$ 4,230.00	\$ 897.00	\$ 5,382.00	\$ 880.00	\$ 5,280.00	\$ 620.00	\$ 3,720.00
L-125-5.7	RUNWAY CLOSURE MARKERS	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,200.00	\$ 5,200.00	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00
Construct Taxiway D at Norwood Memorial Airport TOTAL				\$	880,525.00	\$	949,800.00	\$	1,233,195.00	\$	1,473,062.00	\$	1,536,280.00	\$	2,419,751.00
<b>ADDENDUM #1 ACKNOWLEDGED</b>						YES		YES		YES		YES		YES	
<b>BID BOND OR CHECK - 5%</b>						YES		YES		YES		YES		YES	
<b>CERTIFICATE OF VOTE/SIGNATURE PAGE</b>						YES		YES		YES		YES		YES	
<b>DATE AND TIME REC'D</b>						4/20/2021 @ 10:50AM		4/20/2021 @ 09:20AM		4/20/2021 @ 10:21AM		4/20/2021 @ 10:23AM		4/20/2021 @ 08:55AM	



**FAA  
Airports**

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

Updated: 3/22/2021

View current and previous versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

<b>NUMBER</b>	<b>TITLE</b>
70/7460-1M	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing

NUMBER	TITLE
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs

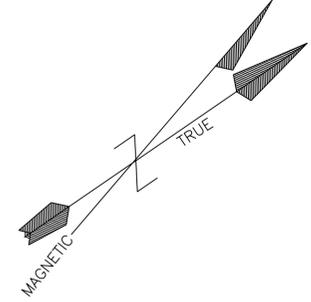
<b>NUMBER</b>	<b>TITLE</b>
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

<b>NUMBER</b>	<b>TITLE</b>
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

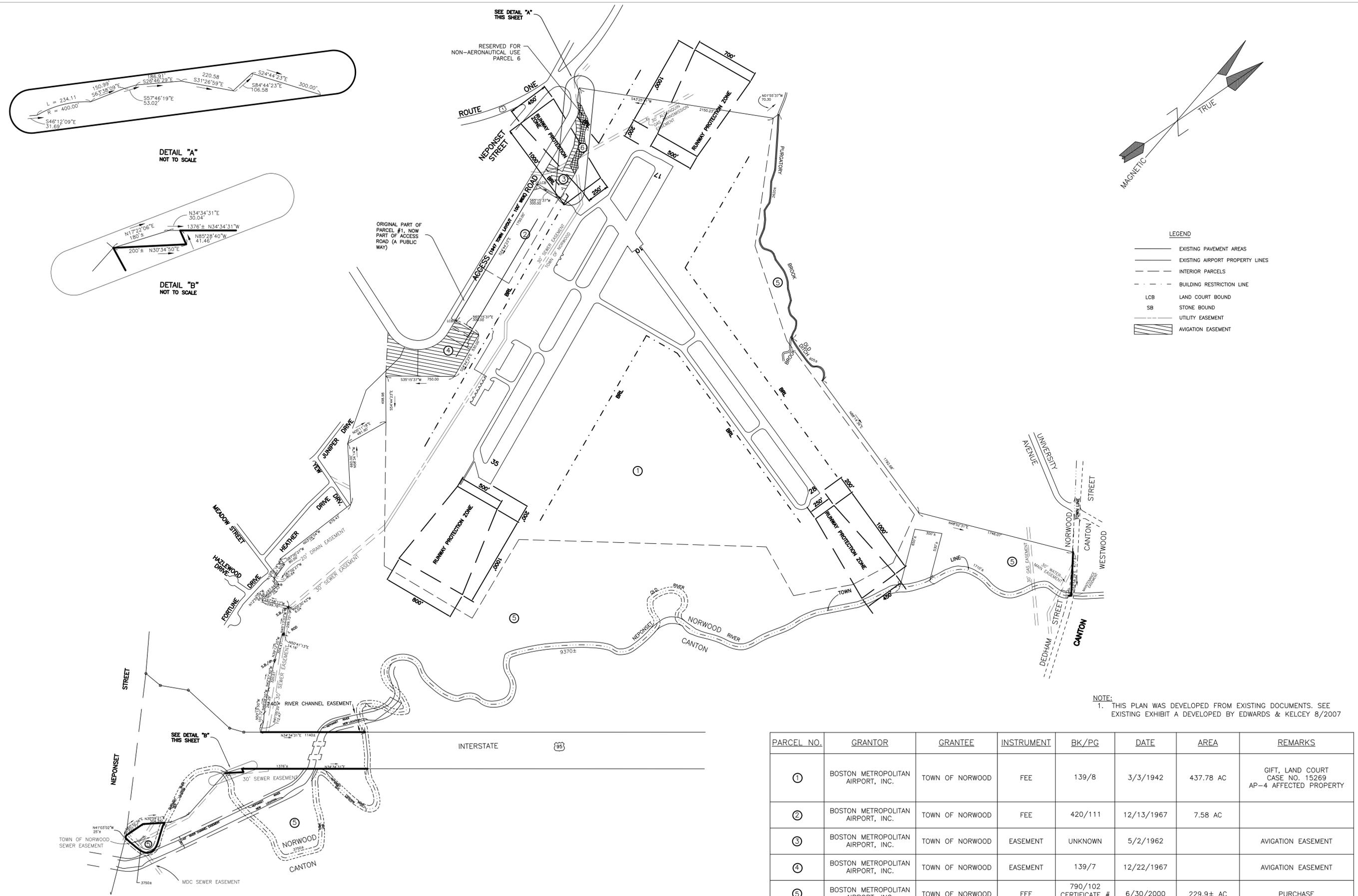
Updated: 3/22/2021

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects



**LEGEND**

	EXISTING PAVEMENT AREAS
	EXISTING AIRPORT PROPERTY LINES
	INTERIOR PARCELS
	BUILDING RESTRICTION LINE
	LAND COURT BOUND
	STONE BOUND
	UTILITY EASEMENT
	AVIGATION EASEMENT



**NOTE:**  
 1. THIS PLAN WAS DEVELOPED FROM EXISTING DOCUMENTS. SEE EXISTING EXHIBIT A DEVELOPED BY EDWARDS & KELCEY 8/2007

PARCEL NO.	GRANTOR	GRANTEE	INSTRUMENT	BK/PG	DATE	AREA	REMARKS
①	BOSTON METROPOLITAN AIRPORT, INC.	TOWN OF NORWOOD	FEE	139/8	3/3/1942	437.78 AC	GIFT, LAND COURT CASE NO. 15269 AP-4 AFFECTED PROPERTY
②	BOSTON METROPOLITAN AIRPORT, INC.	TOWN OF NORWOOD	FEE	420/111	12/13/1967	7.58 AC	
③	BOSTON METROPOLITAN AIRPORT, INC.	TOWN OF NORWOOD	EASEMENT	UNKNOWN	5/2/1962		AVIGATION EASEMENT
④	BOSTON METROPOLITAN AIRPORT, INC.	TOWN OF NORWOOD	EASEMENT	139/7	12/22/1967		AVIGATION EASEMENT
⑤	BOSTON METROPOLITAN AIRPORT, INC.	TOWN OF NORWOOD	FEE	790/102 CERTIFICATE # 157902	6/30/2000	229.9± AC	PURCHASE
⑥	TOWN OF NORWOOD	TOWN OF NORWOOD	AGREEMENT		10/30/2020	1.1 AC	FAA RELEASE LETTER DATED 10/30/2020

**SHEET TITLE**  
**EXHIBIT 'A' AIRPORT PROPERTY LINES**

DRAWN BY EFM	DATE OCT. 2020
CHECKED BY JAA	D&K PROJECT # 10800X
PROJ. ENG. RLT	D&K ARCHIVE #

**SHEET NUMBER**  
**1**

I:\110800X\10800X - Norwood MDC - 2007\AIP\Exhibit A Plan\_2020.dwg 10/26/2020 12:01 PM



**MONTGOMERY**  
CONSULTING GROUP

PLANNING | ENVIRONMENTAL | ENGINEERING: TRANSPORTATION | AVIATION | INFRASTRUCTURE

**INVOICE**

**No: 7031**

March 24, 2021

Mr. Russ Maguire, AAE, ACE, Airport Manager  
**Town of Norwood, MA**  
**Norwood Memorial Airport**  
125 Access Road  
Norwood, MA 02062

Invoice Period: Through March 24, 2021  
Reference: **Independent Fee Estimate – Norwood Memorial Airport  
Environmental Assessment Phase II for Taxiway C Relocation  
and Runway 17-35 Paved Safety Areas**  
Fee: \$4,000 Lump Sum  
Consultant Name: Montgomery Consulting Group, Inc.  
Consultant Tax ID Number: 59-3310365  
Consultant Project No: 21-3008

=====

Task	Percent Complete	Contract Price	Total
Independent Fee Estimate	100 %	\$4,000 =	\$4,000.00

**Subtotal Earned to Date:** \$4,000.00  
Previously billed: \$ 0.00  
**Total this invoice:** \$4,000.00

Please remit to:

Montgomery Consulting Group, Inc.  
976 Lake Baldwin Lane, Suite 201  
Orlando, Florida 32814

Should you have any questions regarding this invoice,  
please contact Ms. Monty Gettys, President, at 407-539-7030, ext. 226

Zimbra

rmaguire@norwoodma.gov

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**BEH containers and office placement**

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**From :** Christopher Donovan  
<christopherdonovan1@gmail.com>

Wed, Jan 13, 2021 03:14 PM

 1 attachment

**Subject :** BEH containers and office placement

**To :** Mark Ryan <mryan@norwoodma.gov>, Michael Sheehan  
<mshreehan8@gmail.com>, msheehan  
<mshreehan@norwoodma.gov>, John Corcoran  
<jcorcoran@mbta.com>, jcorcoran  
<jcorcoran@norwoodma.gov>

**Cc :** Russ Maguire, A.A.E. ,ACE  
<rmaguire@norwoodma.gov>, Mina S. Makarious  
<mina@andersonkreiger.com>, David S. Mackey  
<dmackey@andersonkreiger.com>, Tony Mazzucco  
<tmazzucco@norwoodma.gov>, selectmen  
<selectmen@norwoodma.gov>

External images are not displayed. [Display images below](#)

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Dear Mark, Michael and John,

Please find attached the plan and exhibit of ground containers BEH will be placing on the West and DC-3 ramps under lease for FBO operations. I also attached some pictures of the containers, office, which are the same as the container already placed on the FLN leased area.

Thank you,  
Christopher Donovan  
BEH

--

Christopher R. Donovan  
President, Boston Executive Helicopters  
781-603-6186  
[www.Bostonexecutivehelicopters.com](http://www.Bostonexecutivehelicopters.com)

All quotes are subject to change based on known or unknown conditions. All flights are subject to cancellation for weather, maintenance or Temporary Flight Restrictions (TFR) which may be in effect with short notice. All flights conducted in VFR weather conditions. All flight times, departure times and arrival times can vary due to WX, ATC and/or other factors beyond our control. The Pilot in command is the ultimate authority regarding all flight operations, routes, etc. All flights must be paid in advance unless credit terms are arranged & approved by Boston Executive helicopters. BEH assumes no responsibility for consequential damages caused by delays.

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 **BEH containers and office.pdf**

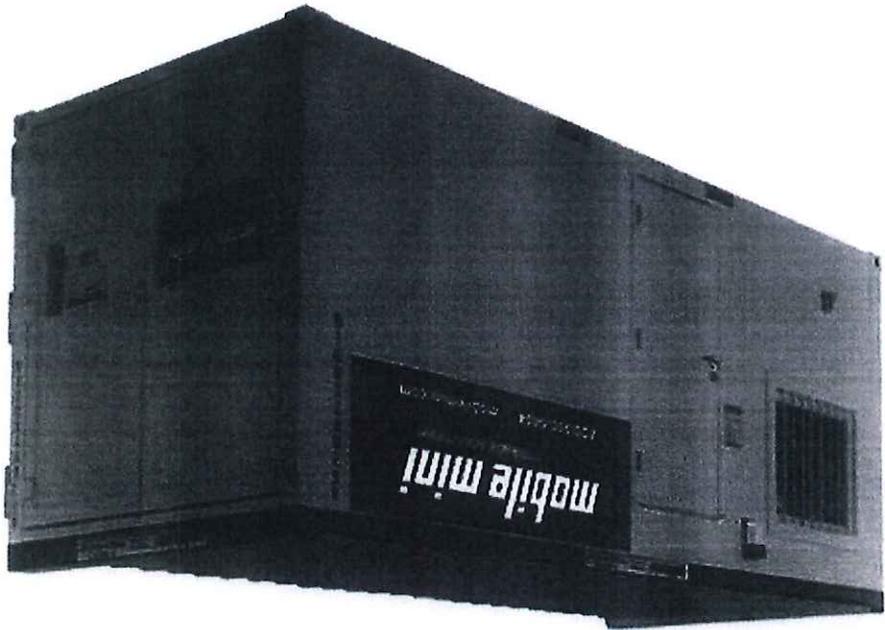


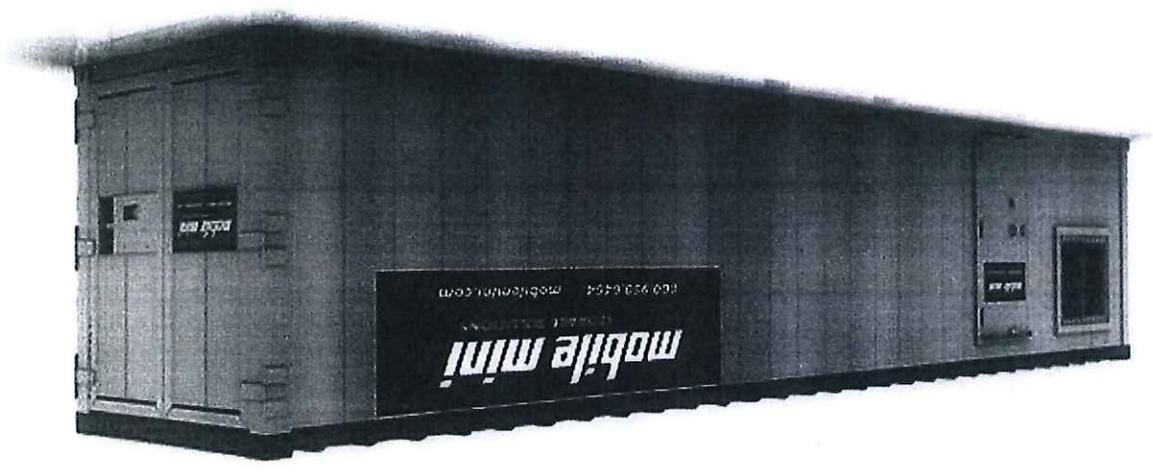
FIN Containers OK.  
by Maguire / NAC

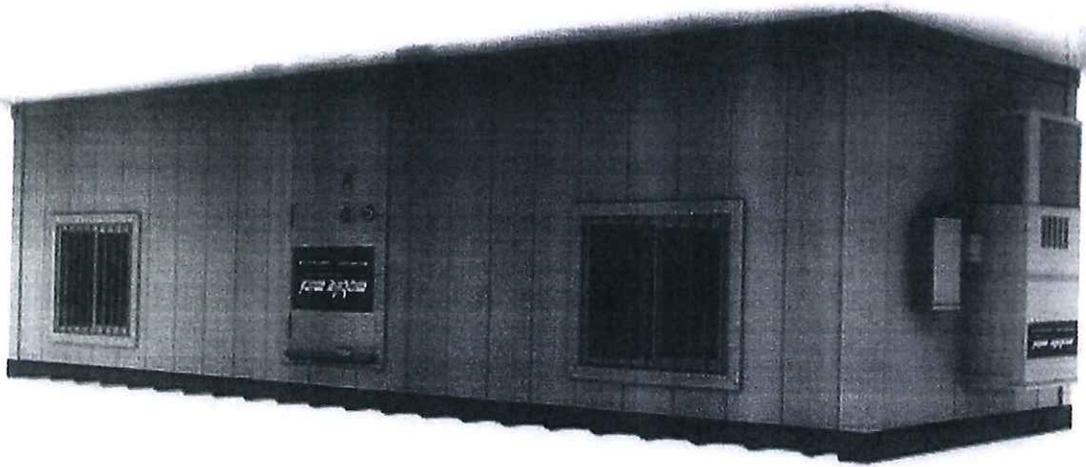
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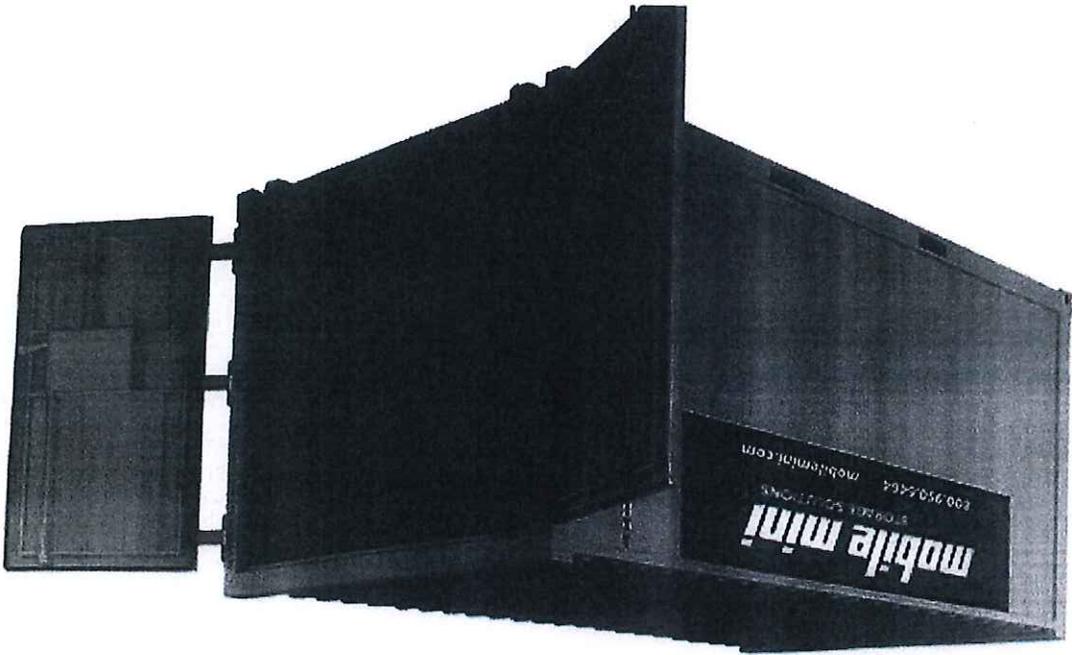
FIN Containers  
OK Maguire - NAC

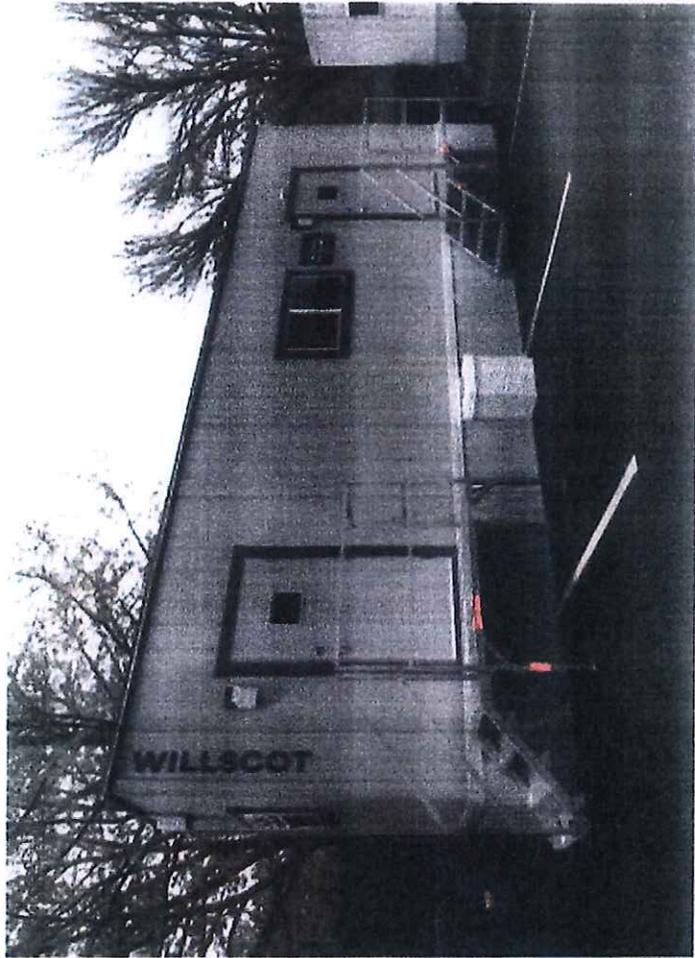












**TO: NORWOOD AIRPORT COMMISSION**  
**FROM: RUSS MAGUIRE, AIRPORT MANAGER**  
**RE: MANAGER'S REPORT: 3/16/21—4/26/21**

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**— Major Projects/Issues—**

### **Airport Park Project**

In January, the Airport Commission Chairman and Airport Manager (AM) met with engineers from MassDOT to discuss the viability of a grant project to support completion of the airport park. MassDOT encouraged airport officials to submit a grant application which was sent to the state agency in late January. In the past month, the project's plans and specifications were provided to MassDOT through the Town's Engineering Department, working in concert with airport management and the Purchasing Department to prepare the project for advertisement.

### **Taxiway D Construction/Runway Approaches - Obstruction Removal**

Throughout this period, airport management has worked with our engineering/planning firm, *DuBois & King*, as well as FAA and MassDOT, to ready this grant project for a request for proposals. Bids were opened on 4/20.

### ***Flight Level Hangar Construction***

The AM participated in weekly construction meetings organized by *Flight Level*, as the fixed-base operator continues work toward completion of its new hangar south of the *Maj. Mark C. Welch Administration Building*. On the critical path was a scheduled electrical outage which *Flight Level* coordinated with both Norwood Light and FAA, ultimately, to extend electrical service to the new hangar. This outage took place without incident on 3/23. The outage occurred during 'visual meteorological conditions,' with a contingency plan in place to support the affected circuits which energize the airport's runway/taxiway edge lighting, approach lighting, and precision approach path indicator lighting systems.

### **Vegetation Management**

In support of vegetation management, to update the airport's yearly operational plan (YOP), the AM continues work with *Epsilon Associates* to document all relevant activities undertaken in the past six years. This YOP update will be included in the upcoming capital project to re-construct/re-locate a section of taxiway D and clear vegetative obstruction to the runway approaches.

## Monthly Revenues

For the month of March, two deposits were posted to the Treasurer's office. These totaled \$26,260.74 in payments (see *Attachment A*).

## Monthly Fuel Flowage

For the month of February, *Flight Level's* bills of lading for fuel totaled 18,813 gallons. At \$.07/gallon, the Town received \$1,316.91 in flowage fees, as shown in the March financial report (*Attachment A*).

## — Informational Updates —

### Pavement Condition Testing

In May, airport management will assist MassDOT with the necessary field evaluations to update our pavement condition index. These tests will help the airport to remain in compliance with our FAA grant assurances.

### Norfolk County Mosquito Control

The annual aerial larvacide application, originally set for 4/20–4/23, was recently postponed due to adverse weather. For an alternate date, the applications could begin the week of 4/26. Once a decision is made to proceed, Mosquito Control will contact the Town's Board of Health as well as our public safety officials. The airport is expected to be a staging area for helicopter operations.

### COVID-19 Pandemic

Airport management continues to support the guidelines set forth by CDC, the Commonwealth and Town officials, while the airport operates without restrictions seven days a week. Airport management has kept normal business hours, providing full services that include inspections, NOTAM filings, general administration, project management, infrastructure and equipment maintenance, liaison work with FAA and MassDOT, capital planning and budgetary accounting. Airport management has also been available after hours, as needed.

### Air Traffic Count

For the Norwood Airport's March 2021 air traffic reports, see *Attachments B-C*.

See *Attachment D* for a seven-year look at Norwood's air traffic count in the month of March.

## March Financial Report

REVENUE TYPE	AMOUNT THIS PERIOD	FY 2021 YTD	FY 2020	FLN FBO <sup>1</sup> THIS PERIOD	BEH FBO <sup>2</sup> THIS PERIOD
Land Leases	\$21,624.93	\$173,118.42	\$205,921.83	\$14,146.56	\$3,673.66
Fuel Flowage Fees	\$1,316.91	\$24,196.76	\$30,405.27	\$1,316.91	\$0
Aircraft Tie-Down Leases	\$0	\$0	\$0	\$0	\$0
Security Badge Fees	\$600	\$4,050	\$4,700	\$0	\$0
Revolving – Insurance Recovery	\$2,718.90	\$2,718.90	\$0	\$0	\$0
General <sup>3</sup>	\$0	\$0	\$360	\$0	\$0
Landing Fees	\$0	\$23,328	\$35,884.80	\$0	\$0
<b>TOTAL</b>	<b>\$26,260.74</b>	<b>\$227,412.08</b>	<b>\$277,271.90</b>	<b>\$15,463.47</b>	<b>\$3,673.66</b>

<sup>1</sup> Flight Level Norwood, LLC

<sup>2</sup> Boston Executive Helicopters, LLC

<sup>3</sup> General revenues include commercial permit and public records request fees, and FEMA reimbursements, etc.

### FAA CONTRACT TOWER - AIRPORT OPERATIONS COUNT RECORD

Facility Name: Norwood		Location: Norwood, MA		Mo. O 3		Yr. 2 1		Location Ident. O W D			
Airport Operations Count				Facility Operating Hours → 1 3 0							
ITINERANT				LOCAL							
Day	IFR			VFR			Total VFR Itinerant Ops	Military	Total Local Ops	Total Airport Operations	
	AC	AT	GA	MI	Total IFR Inherent Ops	AC					AT
01			8				15			12	35
02	1	1	1	1			1				4
03	3	1	4				93	128		128	225
04		9	9				82	46		46	137
05	4	1	5				51	16		16	72
06		7	7				146	46		46	199
07	1	19	20				150	100		100	270
08	7	9	16				121	110		110	247
09		7	8	1			85	54		54	147
10		8	8				107	56		56	171
11	1	5	6				88	90		90	184
12		9	9				67	28		28	104
13		3	3				80	50		50	133
14	1	1	2				17	14		14	33
15	2	1	3				24	2		2	29
16	1	8	9				101	138		138	248
17		12	12				90	134		134	236
18	1	13	14				12	88		88	114
19		2	2				34	26		26	62
20		16	16				155	72		72	243
21	2	12	14				162	190		190	366
22	3	5	8				128	148		148	284
23	1	11	12				134	92		92	238
24	6	10	16				125	120		120	261
25	4	26	30				29	58		58	117
26		4	4				4	24		24	32
27	1	9	10				177	130		130	317
28		12	12				7	6		6	25
29		6	6				5				11
30	6	5	11				155	79		79	245
31	4	5	9				48	20		20	77
Total	49	245	296	2	161	2330	2	2493	2077	2077	4866

SYMBOLOLOGY	
AC =	Air carrier-type aircraft (e.g., Delta, United)
AT =	On-demand aircraft that use three-letter ID at beginning of call sign
GA =	General aviation FAR Part 91 aircraft using 'N' at beginning of call sign
MI =	Military

### FAA CONTRACT TOWER OVERFLIGHT SUMMARY RECORD

Facility Name		Location:		Mo.		Yr.		Loc Ident.				
Norwood		Norwood, MA		0	3	2	1	O	W	D		
OVERFLIGHT COUNT												
Day	IFR OVERFLIGHTS					VFR OVERFLIGHTS					Total Overflights	
	AC	AT	GA	MI	Total	AC	AT	GA	MI	Total		
01							2				2	2
02												
03							2	4	4		10	10
04							2	2			4	4
05								12	4		16	16
06								14			14	14
07							4	6			10	10
08							4	4			8	8
09								8			8	8
10							10	18			28	28
11							8	10	2		20	20
12								6			6	6
13								6			6	6
14								8			8	8
15								6			6	6
16							6	12			18	18
17							14	6			20	20
18												
19								22			22	22
20								12			12	12
21							6	18			24	24
22							4	22			26	26
23							8	12	6		26	26
24							6	6	4		16	16
25								6	2		8	8
26												
27								12			12	12
28												
29							8	2			10	10
30							2	8			10	10
31							4	4	4		12	12
Total							90	246	26		362	362

## MONTHLY TOTAL, AIR TRAFFIC COUNTS (2015-2021)

March

2015	2016	2017	2018	2019	2020	2021
3,235	4,006	3,885	4,557	4,033	3,791	5,228