

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: Thursday, April 23, 2020

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 four 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

- 2/12/20 regular business meeting

3. AIRPORT MANAGER'S REPORT

4. OLD BUSINESS

5. NEW BUSINESS

- *Flight Level* request to remove trees
- Request to hunt on airport
- Federal CARES Act, airport grant monies available
- MassDOT standard contract, battery-powered mower
- MassDOT grant assurances, battery powered mower
- MassDOT grant application, Marsh Master
- Agreement for professional engineering services, *DuBois & King*, environmental assessment, phase I for taxiway C re-location and paved safety areas, runway 17/35 — under Town Counsel's review
- Agreement for professional engineering services, *DuBois & King*, taxiway A post-construction monitoring (years 1,2) — under Town Counsel's review
- *Tower Construction*, payment application #010, phase II fit-out of administration building
- *Tower Construction*, payment application #011, phase II fit-out of administration building
- FAA grant application, environmental assessment, phase I for taxiway C re-location and paved safety areas, runway 17/35
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- FAA grant application, taxiway A post-construction monitoring (years 1,2)
- MassDOT grant application, taxiway A post-construction monitoring (years 1,2)
- FAA/MassDOT payment request #8, AGIS

6. CORRESPONDENCE:

- 2/24/20 letter from N. Burlingham, representing *Flight Level*, to Norwood Airport Commission, requesting authorization to remove three trees
- Undated letter to the Norwood Airport Commission from M. O'Brien, requesting permission from the NAC for O'Brien, plus two other hunters (J. Bennett and W. Mulvey), to hunt on airport property

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7. EXECUTIVE SESSION

Purpose 3 for executive session (M.G.L. c. 30A, § 21(a)(3)) – To discuss strategy and obtain advice of counsel with respect to potential litigation against *I.W. Harding Construction Co., Inc.* in connection with the project known as AIP No. 3-25-0037-38, if an open meeting may have a detrimental effect on the litigating position of the Norwood Airport Commission.

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Purpose 6 for executive session (M.G.L. c. 30A, § 21(a)(6)) – To consider the purchase, exchange, lease or value of real property if an open meeting may have a detrimental effect on the negotiating position of the Town — in connection with the lots A,B,C lease offer to *Flight Level*.

- 2/12/20 executive session minutes

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**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING
February 12, 2020**

DRAFT ONLY

In Attendance:

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

Meeting Called to Order: 3:30 PM

NCM and Chris Donovan, Jr. of Boston Executive Helicopters are recording this meeting.

PROJECTS

- AIP Project Update: DuBois & King, Jeff Adler

Updates on AIP projects moving forward with this year. In November talked about a couple of projects and what the local share would be for those. Because Norwood Airport is AIP grant ineligible, that has been changed because you're only eligible to receive non-primary entitlement money, which is \$150,000/year. Last year that money wasn't used, so there is \$300,000 from last year and this year which can be used for projects. Based on that, the two AIP projects that are going to move forward are the Environmental Assessment for the paved safety areas and for the Taxiway C relocation as well as post-construction monitoring. Local share for the environmental assessment is \$14,166, and for the post-construction monitoring the local share is \$2,500.

Masterplan - a few more comments were submitted. Over the next month all comments should be finished and by March should be essentially done addressing comments.

MINUTES

- 11/20/19 Regular Business Meeting (3:42 p.m.)

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

- 1/22/19 Regular Business Meeting

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

AIRPORT MANAGER'S REPORT

Mr. Maguire and Mr. Ryan will be meeting with the Recreation Department about the possibility of adding an Aviation Day at Norwood Airport.

Update on the Welsh Administration Building Dedication. Once the weather gets better, it will happen in the spring.

Mr. Sheehan thanked Mr. Maguire for breaking out the FBOs revenue generation.

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

NEW BUSINESS

- MassDOT payment requests: fit-out of airport administration building

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 to authorize payment to MassDOT for reimbursement of three items. The total cost is \$5,302.72. MassDOT's share is \$5,037.59; Town of Norwood's share is \$265.13.

- Initial commercial permit application, ATP

Mark Butler, director of facilities for ATP Flight School gave a presentation of his company. His company is not in direct competition with flight schools that are already at the airport. ATP produces certified flight instructors that local flight schools may need.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 to approve the application with the following documentation provided when available to the Airport Manager: Certificate of Good Standing, executed lease by the parties and within six months, three months' operating and bank statements. Mr. Maguire will also check in on the two credit references and bank references.

CORRESPONDENCE

- FY 2020 commercial permit application for ATP (initial), along with insurance documents, two-year business outlines, floor plan, transaction statement
- 2/3/20 MassDOT grant, application for assistance: commercial grade, battery operated zero-turn mower with solar canopy (MassDOT projected cost \$30,000; local share projection: \$0)
- 1/31/20 MassDOT grant application for assistance; Marsh master w/attachments (MassDOT projected cost: \$149,600; local share projection: \$37,400)
- 1/31/20 verification of intent, to FAA New England Airports Division, signed by M. Ryan, of the NAC, re: authorization to carry over unused non-expiring entitlement funds for future use.

- 1/21/20 MassDOT project close-out report (AIP No. 3-25-0038-38-2018), signed by Mr. Ryan of the NAC
- 2/10/20 memo from R. Maguire, to NAC, re: need to submit MassDOT payment request for recent costs incurred in fit-out of airport administration building

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

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted by roll call vote to go into Executive Session for purpose 6, to consider the purchase, exchange, lease or value of real property if an open meeting may have a detrimental effect on the negotiating position of the Town regarding the lease offer of Lots A, B, C to Flight Level. In addition, Purpose 3 for executive session to discuss strategy with respect to litigation in an open meeting may have a detrimental effect on the litigating position of the Norwood Airport Commission: (1) Boston Executive Helicopters, LLC v. Town of Norwood et al, and (2) Boston Executive Helicopters v Norwood Airport Commission, to vote on 1/22/20 executive session minutes and to return to regular session to address one item.

Mr. Ryan: Yes

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Adjourned for the purposes for Executive Session at 3:50 p.m.

The Commission returned to Open Session at 4:30 p.m.

Mr. Ryan welcomes everyone back to Open Session and recognizes that BEH, NCM, and Matthew McDonald of the Norwood Record are recording the meeting.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 to offer a lease to Flight Level for lots A, B, C with a stipulation that a plan be provided as an exhibit.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 to adjourn the meeting.

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

MEETING ADJOURNED: 4:32 PM

TO: NORWOOD AIRPORT COMMISSION
FROM: RUSS MAGUIRE, AIRPORT MANAGER
RE: MANAGER'S REPORT: 2/11/20—4/21/20

— Major Projects/Issues—

COVID-19 Pandemic

To address the ongoing pandemic, in the past five weeks, airport management has implemented the following measures:

1. On 3/16, we closed the Welch Administration Building to the general public. This was posted on the doors as well as on the Town web site, and we communicated this closure to our tenant businesses by e-mail. Also, to minimize person-to-person contact, we suspended the processing of security badges.
2. Airport management is using separate vehicles, and social distancing.
3. On a daily basis, airport management is cleaning surfaces that may be touched throughout the building, in the vehicles, the equipment, etc. At these security gates, airport management is also—twice a day—sanitizing the gate key pads.
4. To our tenant businesses on the airport, we've passed along the Board of Health recommendations to minimize the spread of the Covid-19 virus. These recommendations were sent out by e-mail, and they are posted at the security gates.
5. In both the *Flight Level* air passenger terminal, and at the AVIS check-in counter, we've posted the MassDOT poster notifying all travelers entering Massachusetts that they should self-quarantine for 14 days. These MassDOT posters have also been sent out to our other tenant businesses.

As a federally obligated, public use airport, Norwood Airport is required to remain open as an *essential service*. Therefore, throughout the pandemic, the airport has continued to operate seven days a week, around the clock. A closure, or any operational restriction, would have to be approved by FAA, and the Airport Manager (AM) has had several opportunities to speak by e-mail to FAA, at which time this point was underscored by the federal agency and seconded by MassDOT/Aeronautics.

My assistant and I, as essential service employees, continue to keep normal business hours, and, after hours, to be available when needed. Airport management also continues to perform daily inspections of the infrastructure—pavement, lighting systems, etc.—while attending to the airport's general administration, project management, liaison work with FAA and MassDOT, capital planning and budgetary accounting. Additionally, airport management continues to file and update notices to airmen (Notams) and field condition reports to our air traffic control (ATC) personnel.

ATC has also been deemed *essential service*, and these personnel continue to provide services to the flying public seven days a week with a full crew. At this point, our tower is not reducing or modifying its staffing. Tower personnel follow social distancing and cleaning protocols, and visitors are not allowed into the tower except for essential services such as janitorial and equipment repairs.

Winter Operations

Airport management finished the 2019/2020 winter season routinely checking surface conditions and updating Notams for snow and ice contamination. The last winter storm with measurable accumulation was 1/18-1/19.

FY 2021 Budget Book, Departmental Statements

For the FY 2021 budget book, the AM updated and submitted departmental statements. *See Attachments A-C.*

FY 2021 Budget, Capital Projects

The AM finalized a draft of the Airport Department's FY 2021 proposed budget, which was submitted to the Town Manager's office in January. During this reporting period, the AM drafted and submitted the airport's six-year capital planning list (FY 2021-2026). *See Attachment D-E.*

Town Report, Airport Department

In the third week of February, the AM drafted and submitted the department's 2019 annual report (*Attachments F-J*) along with corresponding photos.

Welch Administration Building

Throughout this period, in support of the administration building fit-out project, airport management finished up work with the general contractor (*Tower Construction*), architects, MassDOT, and other municipal departments, in order to address/close out some 29 open punch list items.

Equipment Acquisitions

During this period, in cooperation with MassDOT/Aeronautics, airport management secured a 100% funding commitment for vegetation management equipment, valued at \$193,691, plus a battery-powered mower, valued at \$30,000.

Comprehensive Crack Seal

At the AM's request, MassDOT/Aeronautics has agreed to include OWD in the state's upcoming comprehensive crack seal project. This year's scope of work, at a minimum, will include runway 10/28, plus taxiways C, F and G.

Environmental Assessment

On 3/17 - 3/18, airport management worked with *DuBois & King*, as well as *Epsilon Associates*, closing runway 17/35, as well as taxiway C, to support environmental assessment work.

— Informational Updates —

Monthly Revenues

From 2/11/20 to 4/21/20, the AM issued two postings to the Treasurer's office, totaling \$45,098.53 in payments. These revenues are broken down as follows:

REVENUE TYPE	DEPOSIT DATE	AMOUNT	FLN FBO ¹	BEH FBO ²
Land Leases	4/3/20, 4/14/20	\$34,906.92	\$27,446.70	\$0
Fuel Flowage Fees	4/3/20, 4/14/20	\$4,607.61	\$4,607.61	\$0
Aircraft Tie-Down Leases	N/A	N/A	N/A	N/A
Security Badge Fees	4/3/20	\$800	\$0	\$50
Revolving – Insurance Recovery	N/A	N/A	N/A	N/A
General ³	N/A	N/A	N/A	N/A
Landing Fees	4/14/20	\$4,784	\$4,784	N/A
TOTAL		\$45,098.53	\$36,838.31	\$50

¹ Flight Level Norwood, LLC

² Boston Executive Helicopters, LLC

³ General revenues include commercial permit and public records request fees, FEMA and insurance reimbursements, etc.

Monthly Fuel Flowage

For the month of February, *Flight Level's* bills of lading for fuel totaled 37,512 gallons. At \$.07/gallon, the Town received \$2,625.84 in flowage fees. For the month of March, *Flight Level's* bills of lading totaled 28,311 gallons. At \$.07/gallon, the Town received \$1,981.77 in flowage fees.

Air Traffic Count

For the Norwood Airport's February 2020 air traffic reports, see *Attachments K-L*. For the March 2020 air traffic reports, see *Attachments M-N*.

As a side note: The COVID-19 pandemic appears to have negatively impacted our air traffic count, beginning in March. Comparing our total operations this past month to one year ago (March 2019), we've seen about a 10% decrease in take-offs and landings. Airport management expects this trend to continue into April, with perhaps a more dramatic downturn.



The TOWN OF NORWOOD

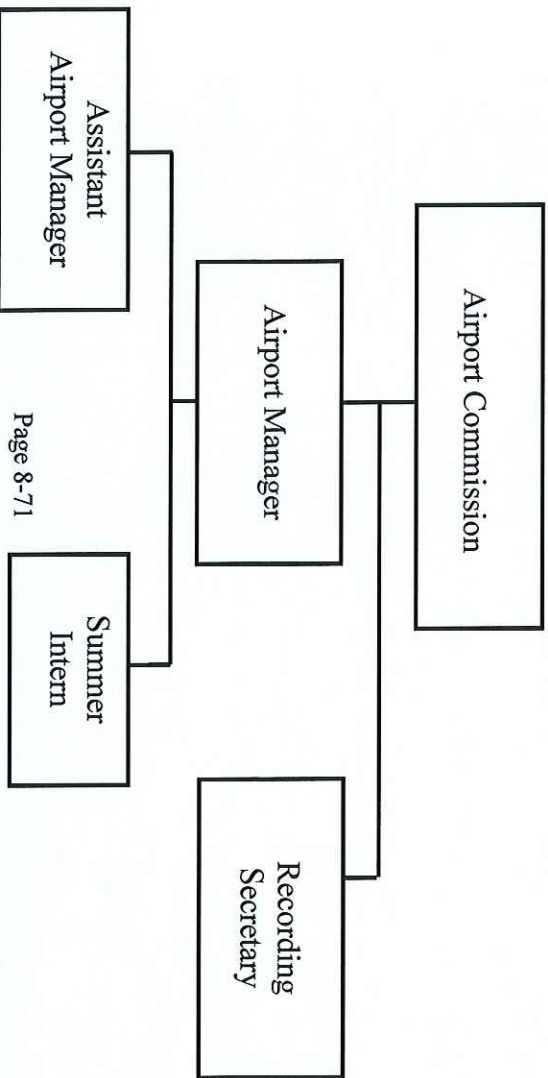
Commonwealth of Massachusetts

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. Assist with accidents and incidents. 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 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 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 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, CPI-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 FY2020 Initiatives and Accomplishments

- Completed the airport's technical master plan update, with 95% federal/state grant financing
- Completed the department's first-ever municipal building—the *Maj. Mark C. Welch Administration Building*—with 95% MassDOT grant financing
- To support public access, constructed a parking lot which serves both the *Welch Administration Building* and air traffic control tower
- Invested in additional landscaping, to enhance the airport's grounds
- To increase revenues, selected a lessee to construct a new hangar adjacent to the *Welch Administration Building*
- Presented MassDOT with a proposal for additional development financing—to increase revenues and improve the airport
- Completed a safety-of-flight tree clearing project, with 100% MassDOT funding
- To improve productivity, trained 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
- Supported the initiation of passenger services from Norwood to Nantucket

Airport Department FY2021 Goals and Initiatives

- With MassDOT grant financing, purchase vegetation management equipment, to address safety concerns about the runways/taxiways
- Perform 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 additional development opportunities, to improve operations and increase airport revenues
- Host an Aviation Day open house

Significant Budget Changes or Initiatives

None at this time.



NORWOOD MEMORIAL AIRPORT

CAPITAL PLANNING PROJECTS, FY 2021 - 2026

1. **Post Construction Monitoring, Taxiway A (FY 2021)** — This federal/state grant project will provide environmental monitoring services during the post-construction phase of the airport's taxiway A re-location project. Monitoring and invasive species control measures are specifically required by the Massachusetts Department of Environmental Protection and Natural Heritage and Endangered Species Program for a period of five years before a request for a Certificate of Compliance can be made. This scope of work addresses the first several years of monitoring and reporting as required by the variance order of conditions.
2. **Environmental Assessment, Environmental Notification and Environmental Impact Report: Phase 1, Taxiway C; Runway 17/35 Safety Areas (FY 2021)** — This federal/state grant project involves the preparation of an environmental assessment (EA) for the proposed re-location of taxiway C, west side (200 ft. x 35 ft.) to eliminate a direct connection from an apron to a runway; plus the addition of two paved safety areas (300 ft. x 75 ft.) for runway 17/35. Phase 1 of the project will require an EA under the National Environmental Policy Act, as well as an environmental notification and draft/final environmental impact report under the Massachusetts Environmental Policy Act. Design plans and engineering, as part of the EA process, will include preliminary safety area/taxiway plans, profiles, grading limits, conceptual storm water, floodplain mitigation and wetland mitigation area design.
3. **Construct Runway 17/35 Safety Areas (FY 2023)** — To enhance safety in the event of an aircraft overrun or 'undershoot,' this federal/state project involves the construction of paved safety areas (300 ft. x 75 ft.) on each of the two runway ends for runway 17/35.



Components of the construction will include grading, lighting, erosion control, wetland and floodplain mitigation design, storm drainage design, paving and marking.

4. **Runway 35 Holding Pad, Re-Construction (FY 2024)** — This federal/state grant project involves the re-construction of a section of taxiway A (63,800 sq. ft.) which serves as a run-up area for runway 17/35. Components of the construction will include grading, lighting, erosion control, wetland and floodplain mitigation design, storm drainage design, paving and marking.
5. **Taxiway D Stub, Re-location (FY 2024)** — This federal/state grant project involves the re-location of taxiway D (170 ft. x 35 ft.) in order to address a new FAA design standard for taxiways which connect runways and parking aprons. Components of the construction will include grading, lighting, erosion control, wetland and floodplain mitigation design, storm drainage design, paving and marking.
6. **Acquire Land for Runway 10 Runway Protection Zone (FY 2025)** — By definition, a runway protection zone (RPZ) is an area off the runway end “that serves to enhance the protection of people and property on the ground” should an aircraft land or crash beyond the runway end. Per an FAA design standard, the airport owner must have sufficient interest in the RPZ “to protect it from both obstructions and incompatible land use.” The preferred method of gaining such interest is through land ownership, which is the course of action the Airport Commission would like to take in acquiring the privately held runway 10 RPZ off Access Road. This alternative would give the Airport Commission maximum control over the land. Additionally, this land is expected to be a significant revenue enhancer as an auto storage lot.
7. **Construction of South Taxi-Lane Helipads (FY 2026)** — This federal/state grant project involves the re-location and construction of five helipads on the south end of the north/south taxi-lane, to improve parking and fueling efficiencies. Components of the project will include erosion control, wetland and floodplain mitigation design, storm drainage design, paving and marking.

REPORT OF THE NORWOOD AIRPORT COMMISSION

The Norwood Airport Commission (NAC) is pleased to submit its annual report for calendar year 2019.

A five-member commission, the NAC is appointed by the Board of Selectmen, with individual members serving three-year terms. NAC's responsibilities include overseeing the stewardship, development, operations and management of Norwood Memorial Airport, which encompasses some 672 acres. Day-to-day management is handled by Airport Manager, Russ Maguire, and his assistant, Mark Raymond.

Norwood Memorial Airport is one of 30 public use airports within the Commonwealth that exclusively provides general aviation (non-military, non-airline) services. These offerings include transportation alternatives for corporate officers and business persons, television and sports personalities, as well as local, state, national and international officials and statesmen. Other airport services include: charter flights, electronic newsgathering for two major Boston news stations (Channels 5 and the NBC affiliate), traffic reporting, pipe-line patrol, aerial spraying by the Norfolk County Mosquito Control, personal transport, flight instruction, plus air cargo services. The State Police Air Wing, though no longer a tenant on the Norwood Airport, still relies on our fueling and maintenance support. And our weather station provides up-to-the-minute meteorological conditions reported throughout the day by both national and regional news stations.

Our facility operates 24 hours a day, seven days a week. This is especially critical for residents throughout the Commonwealth and northeastern United States who depend on emergency medical transports from the Norwood Airport. In particular, our air ambulance and inter-hospital organ donor flights provide time-critical, life-saving access to specialized medical centers in Boston, Providence and New York.

In January, the Massachusetts Department of Transportation (MassDOT) released the latest findings of its study on the economic impact of the state's public use airports. Accordingly, Norwood Airport annually generates more than \$59 million in total economic activity, third highest in the rankings among the state's 30 general aviation airports. Regarding visitor-related economic impacts in particular, Norwood Airport ranked first. The study found that more than 9,800 transient aircraft-based outside the local area-use the airport annually. This translates to more than 23,000 visitors arriving at the Norwood Airport each year, visitors who in turn spend money off-airport. Norwood Airport users take advantage of our hotels, restaurants and retail outlets. And according to MassDOT's study, visitor-related spending alone, when re-circulated in the local economy, totals more than \$12.8 million annually in economic output.

As for the airport's diversity of service, in addition to the private, corporate and charter aircrews/passengers who utilize our facility for personal and profession-related transport, a number of companies also call Norwood Memorial Airport home. The following is a list of companies and agencies based here in 2019, to include the services provided by each:

- **MassDOT/Aeronautics:** State aircraft for industry support, inspections, investigations

- **Flight Level:** Line services, aircraft maintenance, fueling, hangar services, terminal operations, car rentals (through AVIS)
- **Kestrel Aviation:** Charter services
- **New Horizon Aviation:** Fixed-wing flight training, sightseeing tours, aircraft rentals
- **Norwood Air Multi Training:** Fixed-wing flight training, aircraft rentals
- **Aspire Aviation:** Aircraft rentals
- **Blue Hill Helicopters:** Helicopter flight training/aircraft rentals
- **Boston Executive Helicopters:** Sightseeing tours, charter, fueling, helicopter flight training, hangar services, aerial photo and survey
- **Aerial Productions:** Video production, Dep't. of Defense support, power line surveys
- **Elite Aero Services:** Aircraft detailing
- **New England Aircraft Detailing:** Aircraft detailing
- **Midwest Air Traffic Services:** Air traffic control (under FAA's purview)
- **East Coast Aero Club:** Fixed-wing and helicopter flight training/aircraft rentals
- **Tuckamore Aviation:** Charter services, sightseeing tours, aerial photo and survey
- **Taso's Euro-Café:** Airport restaurant (through Flight Level)

One year ago, the NAC re-named its snow removal equipment/administration building in honor of retired U.S. Marine Corps Major Mark C. Welch. Major Welch was the son of Joe and Anita Welch, who still live in Norwood. He grew up on Barberry Lane and attended St. Catherine's School, before moving on to Xaverian High School in Westwood, then the U.S. Naval Academy at Annapolis, where he graduated in 1993. As a helicopter pilot in the Marine Corps, Major Welch served two tours of duty in Iraq, with other assignments that included Afghanistan, Bosnia and Kosovo. While closer to home, his was the first naval air attachment to provide relief to Hurricane Katrina victims in 2005. Over the course of his 20-year career, Major Welch received four Presidential Unit Citation awards for heroism, plus the National Defense Service Medal, Naval and Marine Achievement Medal and Kosovo Service Medal.

The Major Mark C. Welch Administration Building now carries the name of someone we can all be proud of—a highly decorated helicopter pilot and veteran, who was a native son.

In 2019, we reached substantial completion of the two-level, *Welch Administration Building*. For this construction project, the scope of work included a fit-out of some 4,000 square feet in the existing building, with the addition of new mechanical systems, vehicle bays, a mechanic's workshop and downstairs office, plus an interior stairwell. Upstairs, in the newly constructed 2,000 sq. ft. mezzanine, we now have a conference/training room, airport administration and badging offices, along with security and access control upgrades. While adjacent to the upper level, we've added a new parking lot. This public space, complete with landscaped grounds, benches and new plantings, supports both the Welch Administration Building and our air traffic control tower.

With a MassDOT grant which will cover 95% of the project's total cost, the new *Welch Administration Building* eliminates the department's need to lease space on the Town's airport.

To further develop land on the airport, in 2019, the NAC solicited proposals to lease a parcel of land which will support the construction of a new, 7,200 square foot hangar. The NAC is currently in negotiations with *Flight Level*, the sole bidder. Construction is anticipated in 2020.

The Airport Department also completed much of its technical master plan update (TMPU), with 95% federal/state grant financing. The TMPU seeks to update the airport master plan by defining current conditions, while identifying capital improvement needs consistent with the airport's mission statement. Key issues tied to proposed airport improvements will also be identified in light of current and future aviation demand.

In 2019, the Airport Department was kept busy training on a suite of software applications, consistent with the introduction of a Town-wide enterprise resource planning system known as MUNIS. Through this system, airport management began processing all of the department's financials.

This past year, Norwood Airport was added to the route network of *Southern Airways*, a seasonal charter operator which began service in June from Norwood to Nantucket. According to company executive, Mark Cestari, the Norwood-Nantucket connection was *Southern Airways'* first New England route. *Southern Airways* had been operating in the southern United States.

In spite of another busy winter season, to keep flight operations moving, airport management conducted snow removal operations—day and night—clearing snow from our runways, taxiways, aircraft aprons, as well as the municipal parking lot. These activities were managed along with our daily airport inspections, safety and security oversight, infrastructure maintenance, government liaison work, business development, financial and accounting support.

We also had a hand in the following:

- We joined other Town departments for the annual Student Government Day.

- We worked with MassDOT to update the agency's 2019 economic impact study, to get a better understanding of the businesses that utilize Norwood Airport.
- Airport management was again pro-active in its efforts to protect the continued operation of Norwood's air traffic control tower. Our government relations work included coordinating support with MassDOT—plus state and federal legislators.

Looking ahead, we plan to:

1. Continue leveraging MassDOT financial support to replace/upgrade some of the department's vegetation control equipment;
2. Conduct an environmental assessment for both a taxiway re-location project and a runway safety area project—with 95% federal/state grant financing;
3. Oversee construction of a new, privately financed 7,200 square foot hangar for business development;
4. Participate with the Recreation Department in the annual Touch-A-Truck event, and to hold this event at the airport with the addition of some aircraft.

For community relations, we continue to pursue a comprehensive noise education/abatement program consisting of airfield signage and a flight publication insert for both our based and transient pilots. This remains a high priority program. Not surprisingly, the piloting community has also embraced our efforts, and this is reflected in the overall decrease in noise complaints. Throughout 2019, noise complaints continued to decline.

The success of Norwood Memorial Airport is due to many. But we would be remiss if we did not thank the Board of Selectmen, Finance Commission, Town Meeting members, our U.S. Congressman, Rep. Stephen Lynch, along with State Rep. John Rogers and State Sen. Mike Rush. All of these parties recognize the great importance of this airport to the regional and national air transportation system, as well as its critical value to the economy of Norwood and the Commonwealth. Through the years, we've also been grateful for the support—financial and otherwise—that the MassDOT Aeronautics Division and FAA have provided to our airport. We look forward to continuing this productive partnership.

For flight enthusiasts and natural lovers alike, the wide open spaces here at Norwood Airport provide an ideal viewing locale, especially with the surrounding vista that includes the Blue Hills. We invite all to pay a visit to this tremendous asset known as NORWOOD MEMORIAL AIRPORT. The airport administration office is located at 111 Access Road. Please feel free to contact the Airport Manager's office with your questions or comments at 781-255-5615/5616, or: rmaquire@norwoodma.gov. For web surfers, check out the airport's web page located at: www.norwoodma.gov. Under 'Departments,' click on 'Airport'—and enjoy the ride!

Respectfully submitted,

Norwood Airport Commission

Mark P. Ryan - Chairman

Michael Sheehan- Vice Chairman

Kevin J. Shaughnessy - Clerk

Martin E. Odstrchel

John J. Corcoran

2

FAA CONTRACT TOWER - AIRPORT OPERATIONS COUNT RECORD

Facility Name: Norwood

Location: Norwood, MA

Mo. 0 | 2 | 2 | 0 | Location Ident. 0 | W | D

Airport Operations Count

Facility Operating Hours → 1 3 0

ITINERANT

LOCAL

IFR

VFR

Total

Day	AC	AT	GA	MI	Total IFR Inherent Ops	AC	AT	GA	MI	Total VFR Inherent Ops	Civil	Military	Total Local Ops	Total Airport Operations
01		1	7		8			2		2	114			10
02		6	11		17		3	96		99	114			230
03		7	7		14		3	78		81	108			203
04		4	16	2	22		8	48	7	63	138			223
05		3	7		10		14	63		77	98			185
06		2	2		4									4
07		2	2		4									4
08		3	4		7			40		40	24			71
09		5	19		24		1	105		106	138			268
10		5	8		13			1		1				14
11		7	4		11									11
12		7	11		18		17	129		146	86			250
13														
14		2	5		7		7	70		77	58			142
15			5	2	7		2	130		132	128			267
16		1	5		6			105		105	110			221
17		2	5		7		10	131		141	96			244
18		3	5		8		4	11		15				23
19		6	6		12		6	31		37	8			57
20		1	5		6		5	85	4	94	44	4		148
21		2	5		7		8	82		90	136			233
22			8		8			117		117	90			215
23		4	8		12		2	144		146	106			264
24		7	4	1	12		7	98		105	58			175
25		7	10	1	18		13	111	1	125	90			233
26		6	9		15		6	9		15	66			96
27		1	1		2			4		4	2			8
28		7	5		12		8	32		40	38			90
29		5	16		21		1	154		155	152			328
30														
31														
Total		106	200	6	312		125	1876	12	2013	1888	4		4217

FAA CONTRACT TOWER OVERFLIGHT SUMMARY RECORD

Facility Name

Norwood

Location:

Norwood, MA

Mo.

0 | 2

Yr.

2 | 0

Loc Ident.

0 | W | D

OVERFLIGHT COUNT

Day	IFR OVERFLIGHTS					VFR OVERFLIGHTS					Total Overflights
	AC	AT	GA	MI	Total	AC	AT	GA	MI	Total	
01								4		4	4
02							6	12		18	18
03								16		16	16
04							10	6		16	16
05							10	14	2	26	26
06											
07											
08								6	6	12	12
09							2	14		16	16
10							4			4	4
11											
12							20	30		50	50
13											
14								4	2	6	6
15								8		8	8
16							6	6		12	12
17							2	16		18	18
18											
19							4	2	2	8	8
20							10	8	6	24	24
21								16		16	16
22							4	6		10	10
23							8	32		40	40
24							10	10		20	20
25							4	4		8	8
26								2		2	2
27											
28								6		6	6
29								6		6	6
30											
31											
Total							100	228	18	346	346

Σ

FAA CONTRACT TOWER - AIRPORT OPERATIONS COUNT RECORD

Facility Name: Norwood

Location: Norwood, MA

Mo. 0 | 3 | Yr. 2 | 0 | Location Ident. 0 | W | D

Airport Operations Count

Facility Operating Hours → 1 | 3 | 0

ITINERANT

IFR

VFR

LOCAL

Day	AC	AT	GA	MI	Total IFR Itinerant Ops	AC	AT	GA	MI	Total VFR Itinerant Ops	Civil	Military	Total Local Ops	Total Airport Operations
01		6	7		13			118		118	96		96	227
02		2	8		10		5	74		79	94		94	183
03		2	13		15		11	84		95	152		152	262
04		2	7		9			10		10				19
05		4	13		17		9	94		103	50		50	170
06		5	7		12		10	84		94	72		72	178
07		4	3		7			28		28	4		4	39
08		2	6		8		5	126		131	138		138	277
09		4	9		13		6	125		131	88		88	232
10		2	1		3		3	48		51	36		36	90
11		1	12		13		16	75		91	112		112	216
12		3	18		21		7	80		87	229		229	337
13			6		6									6
14		4	4		8			69		69	132		132	209
15			13		13			115		115	162		162	290
16			4		4		5	75		80	62		62	146
17		2	4		6									6
18			5		5		8	109		117	54		54	176
19			4		4									4
20			6		6		6	4		10	2		2	18
21			4		4			72		72	134		134	210
22		1	1		2			100		100	66		66	168
23		1	6		7			25		25	58		58	90
24			5		5		8	5		13	20		20	38
25														
26		1	2		3		1	36		37	10		10	50
27			3		3		16	20		36				39
28								39		39	56		56	95
29			3		3									3
30		1	2		3			2		2				5
31			4		4		3	1		4				8
Total		47	180		227		119	1618		1737	1827		1827	3791

FAA CONTRACT TOWER OVERFLIGHT SUMMARY RECORD

Facility Name

Norwood

Location:

Norwood, MA

Mo.

0 | 3

Yr.

2 | 0

Loc Ident.

0 | W | D

OVERFLIGHT COUNT

IFR OVERFLIGHTS

VFR OVERFLIGHTS

Day	AC	AT	GA	MI	Total	AC	AT	GA	MI	Total	Total Overflights
01							2	6		8	8
02							6	22		28	28
03							6	12		18	18
04											
05							6	16		22	22
06							4	14		18	18
07								16		16	16
08							6	30		36	36
09							14	8	2	24	24
10							10			10	10
11							14	10	2	26	26
12			2		2		6	6	4	16	18
13											
14								10		10	10
15							2	6		8	8
16							6	20		26	26
17											
18							8	10		18	18
19	2	2			4						4
20											
21								8		8	8
22								4		4	4
23								22		22	22
24							6			6	6
25											
26							6	6		12	12
27							4	14		18	18
28								8		8	8
29											
30								4		4	4
31								2		2	2
Total	2	2	2		6		106	254	8	368	374

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: 781-255-5616

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:

EA - 2020

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:**

EA - 2020

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

10

* 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:

07/01/2020

* b. End Date:

07/31/2021

18. Estimated Funding (\$):

* a. Federal	264,999.70
* b. Applicant	14,166.65
* c. State	14,166.95
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	293,333.30

*** 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: Mark
Middle Name:
* Last Name: Ryan
Suffix:

* Title: Chairman

* Telephone Number: 781-25-5616

Fax Number:

* Email: mryan@norwoodma.gov

* Signature of Authorized Representative:

* Date Signed:

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.

Item 1

Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☒ Yes ☐ No

Item 2

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?

☒ Yes ☐ No ☐ N/A

Item 3

Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☒ No ☐ N/A

Item 4

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.

☐ Yes ☒ No ☐ N/A

CFDA: _____

Item 5

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?

☐ Yes ☐ No ☒ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414

☐ Negotiated Rate equal to ____% as approved by _____ (the Cognizant Agency)
on _____ (Date) (2 CFR part 200, appendix VII)

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

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	\$ 255,000	\$ 28,333	\$ 283,333
2.				
3. TOTALS		\$	\$	\$

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	279,333				279,333
d. Noise Compatibility Planning					
e. Subtotal	283,333				283,333
f. Program Income					
g. TOTALS (line e minus line f)	\$ 283,333	\$	\$	\$	\$ 283,333

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5.	\$ 14,167	\$ 14,167	\$	\$ 28,333
6.				
7. TOTALS	\$	\$	\$	\$

Section D – Forecasted Cash Needs

Source of funds	Total for Project	1 st Year	2 nd Year	3 rd Year	4 th Year
8. Federal	\$ 255,000	\$ 90,000	\$ 165,000	\$	\$
9. Non-Federal	28,333	10,000	4,347		
10. TOTAL	\$	\$	\$	\$	\$

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)

Part IV - Program Narrative

(Suggested Format)

PROJECT: EA - 2020
AIRPORT: Norwood Memoriall Airport
1. Objective: see attached
2. Benefits Anticipated: see attached
3. Approach: <i>(See approved Scope of Work in Final Application)</i> see attached
4. Geographic Location: Norwood MA
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: <i>(include address & telephone number)</i> Jeff Adler DuBois & King, Inc. 15 Constitution Dr. Ste 1L Bedford NH 03110 (603)637-1043

PROGRAM NARRATIVE
NORWOOD MEMORIAL AIRPORT
ENVIRONMENTAL ASSESSMENT PHASE 1
TAXIWAY 'C' RELOCATION
RUNWAY 17-35 PAVED SAFETY AREAS
AIP NO. 3-25-0037-xx

This project consists of the preparation of an environmental assessment/permitting and permitting design plans for 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 project will require an Environmental Assessment (EA) under the National Environmental Policy Act (NEPA), an Environmental Notification form and Draft and Final Environmental Impact Reports (EIR) under the Massachusetts Environmental Policy Act (MEPA); a Conservation and Management Permit from the Division of Fisheries and Wildlife under the Massachusetts Endangered Species Act (MESA); an Order of Conditions under the Wetlands Protection Act (the Act) and under the Norwood Wetlands Protection By-Law (Article XXV of the By-Laws of the Town of Norwood); a Variance under the Act from the Mass. Dept. of Environmental Protection (MassDEP), Water Quality Certification in accordance with Section 401 of the Clean Water Act, an individual Permit from the Army Corps of Engrs. in accordance with Section 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.

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 Categorically 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 5/31/2001 and attached to the Grant Application for AIP No. 3-25-0037-026-2005 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 \$279,333.33

Total Project Cost \$283,333.00

Project Schedule

Contract Execution	March 2020
Grant Award	June 2020
File ENF	August 2020
ENF Certificate	September 2020
File Draft EA	October 2020

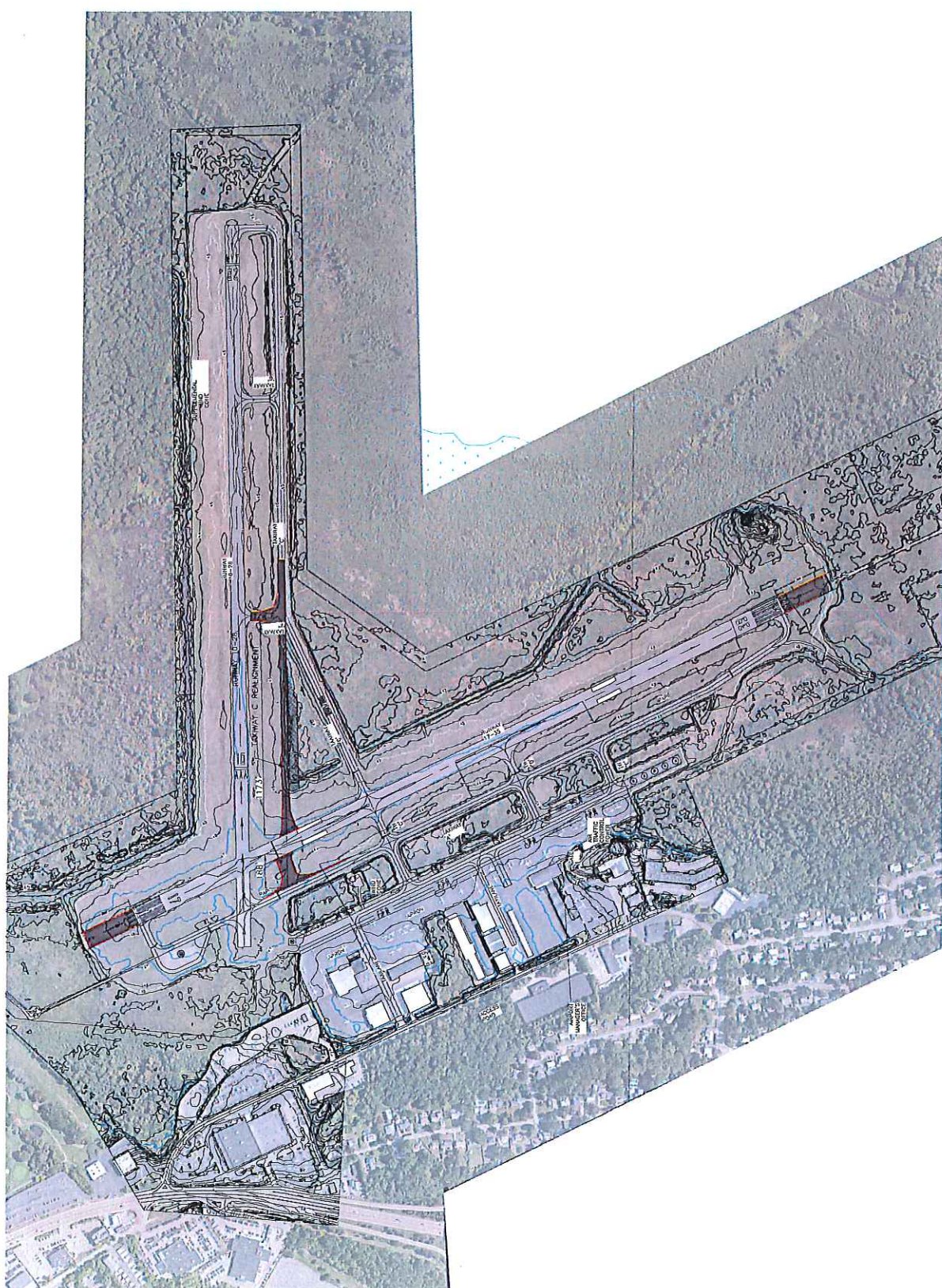
NO.	DATE	REVISION	DESCRIPTION
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NORWOOD
 MEMORIAL AIRPORT
 NORWOOD,
 MASSACHUSETTS

NORWOOD
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SHEET TITLE
 ENVIRONMENTAL
 PERMITTING &
 SCOPING FIGURE

DATE	BY	CHECKED BY	DATE
OCT 2019	EM	PERMITTING	PERMITTING
NOV 2019	RT	NOV 2019	NOV 2019
NOV 2019	RT	NOV 2019	NOV 2019
NOV 2019	RT	NOV 2019	NOV 2019



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

EA – 2020

Government Agencies

Sponsor

Consultants

**FAA – New
England Region**



**MassDOT -
Aeronautics
Division**



**Town of Norwood
Norwood
Memorial Airport**



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



**Sub Consultants:
Monitoring: 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 the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: AIP No. 3-25-0037-XX

Description of Work: EA - 2020

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 March , 2020 .

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.



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 the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

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

Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: AIP No. 3-25-0037-XX

Description of Work: EA - 2020

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 it 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 March , 2020 .

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.

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:



ASSURANCES

Airport Sponsors

A. General.

1. 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.
2. 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.
3. 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 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:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- 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.¹
- 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.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- 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.¹
- 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.²
- 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

- a. Executive Order 11246 - Equal Employment Opportunity¹
- 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 Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- 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].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 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.¹
- 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.¹
- 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).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- 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.^{1 2}
- 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.¹
- 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 – Governmentwide 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.

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.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 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.

⁴ 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.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ 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. 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.
- c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. 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.
- b. 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.
 - c. 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. 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. 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 nonaviation 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. 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.

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 with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 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 02/28/20 (the latest approved version as of this grant offer) 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 DBE and 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.



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 the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: AIP No. 3-25-0037-XX

Description of Work: EA - 2020

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 contract 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 March , 2020 .

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.

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:** 781-255-5616

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:**

Post Construction Monitoring (Years 1 & 2)

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:**

Post Construction Monitoring (Years 1 & 2)

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

10

* 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:

10/01/2019

* b. End Date:

12/31/2020

18. Estimated Funding (\$):

* a. Federal

44,977.50

* b. Applicant

2,498.75

* c. State

2,498.75

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

49,975.00

*** 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:

Mark

Middle Name:

* Last Name:

Ryan

Suffix:

* Title:

Chairman

* Telephone Number:

781-25-5616

Fax Number:

* Email:

mryan@norwoodma.gov

* Signature of Authorized Representative:

* Date Signed:

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.

Item 1 Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2 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
Item 3 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
Item 4 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: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5 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	\$ 44,978	\$ 4,998	\$ 49,975
2.				
3. TOTALS		\$	\$	\$

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	\$ 0	\$	\$	\$	\$ 0
b. Airport Planning					
c. Environmental Planning	49,975				49,975
d. Noise Compatibility Planning					
e. Subtotal	49,975				49,975
f. Program Income					
g. TOTALS (line e minus line f)	\$ 49,975	\$	\$	\$	\$ 49,975

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5.	\$ 2,499	\$ 2,499	\$	\$ 4,998
6.				
7. TOTALS	\$	\$	\$	\$

Section D – Forecasted Cash Needs

Source of funds	Total for Project	1 st Year	2 nd Year	3 rd Year	4 th Year
8. Federal	\$ 44,978	\$ 44,978	\$	\$	\$
9. Non-Federal	4,998	4,998			
10. TOTAL	\$ 49,975	\$ 49,975	\$	\$	\$

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)

Part IV - Program Narrative

(Suggested Format)

PROJECT: Post Construction Monitoring (Years 1 and 2)
AIRPORT: Norwood Memoriall Airport
1. Objective: see attached
2. Benefits Anticipated: see attached
3. Approach: <i>(See approved Scope of Work in Final Application)</i> see attached
4. Geographic Location: Norwood MA
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: <i>(include address & telephone number)</i> Jeff Adler DuBois & King, Inc. 15 Constitution Dr. Ste 1L Bedford NH 03110 (603)637-1043

PROGRAM NARRATIVE
NORWOOD MEMORIAL AIRPORT
POST CONSTRUCTION MONITORING (YEARS 1 & 2)
AIP NO. 3-25-0037-xx

This project will provide Environmental Monitoring services during the post-construction phase (years 1 and 2) of the Norwood Memorial Airport Safety Improvements Project (Taxiway A Relocation). Work includes services associated with the long term monitoring of recently constructed wetlands mitigation site for the Safety Improvement Project. The long term monitoring is specifically required by the Massachusetts Department of Environmental Protection ("MassDEP"). This scope of work addresses the first two years of monitoring and reporting as required by the Variance Order of Conditions

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

Results of the monitoring will be coordinated with FAA, MassDOT and the airport.

This project is Categorically 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 5/31/2001 and attached to the Grant Application for AIP 3-25-0037-026-2005 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:	\$ 0.00
Engineering	<u>\$49,975.00</u>
Total Project Cost	\$49,975.00

Project Schedule

Commence year one monitoring	October 2019
Complete year 2 monitoring	December 2020

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

Post Monitoring (Years 1 and 2)

Government Agencies

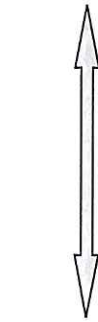
Sponsor

Consultants

**FAA – New
England Region**



**MassDOT -
Aeronautics
Division**



**Town of Norwood
Norwood
Memorial Airport**



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



**Sub Consultants:
Monitoring: 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 the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Norwood Airport Commission

Airport: Norwood Memoriall Airport

Project Number: AIP No. 3-25-0037 - XX

Description of Work: Post Construction Monitoring - Years 1 and 2)

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 March , 2020 .

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.



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 the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: AIP No. 3-25-0037 - XX

Description of Work: Post Construction Monitoring (Years 1 and 2)

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 it 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 March , 2020 .

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.

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:	



ASSURANCES

Airport Sponsors

A. General.

1. 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.
2. 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.
3. 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 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:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- 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.¹
- 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.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- 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.¹
- 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.²
- 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

- a. Executive Order 11246 - Equal Employment Opportunity¹
- 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 Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- 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]^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 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.¹
- 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.¹
- 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).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- 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.^{1 2}
- 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.¹
- 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 – Governmentwide 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.

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.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 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.

⁴ 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.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ 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. 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.
- c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. 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.
- b. 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.
 - c. 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. 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. 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 nonaviation 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. 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.

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 with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 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 02/28/20 (the latest approved version as of this grant offer) 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 DBE and 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.



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 the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: AIP No. 3-25-0037 - XX

Description of Work: Post Construction Monitoring (Years 1 and 2)

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 contract 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 March , 2020 .

Name of Sponsor: Norwood Airport Commission

Name of Sponsor's Authorized Official: Mark Ryan

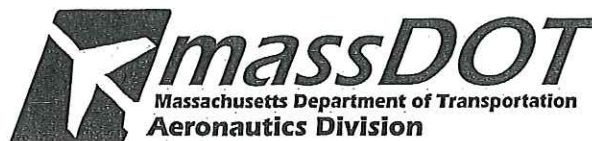
Title of Sponsor's Authorized Official: Chairman

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.



Charles D. Baker, Governor
 Karyn E. Polito, Lieutenant Governor
 Stephanie Pollack, Secretary & CEO
 Jeffrey DeCarlo, Administrator



Application for Assistance

1. DATE SUBMITTED: March 2020		AIRPORT: Norwood	
<input checked="" type="checkbox"/> APPLICATION	<input type="checkbox"/> CONSTRUCTION	CITY: Norwood	
<input type="checkbox"/> PRE APPLICATION	<input checked="" type="checkbox"/> PLANNING	<input checked="" type="checkbox"/> PUBLIC	<input type="checkbox"/> PRIVATE
MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING:			
AIRPORT CONSULTANT: DuBois & King, Inc.			
CONGRESSIONAL DISTRICT: 9 th Congressional District			

2. PROJECT TITLE: Environmental Assessment Phase I
PROJECT DESCRIPTION
<p>The project involves the preparation of an environmental assessment for the proposed relocation of Taxiway C (200' x 35') to eliminate a direct connection from an apron to a runway and the addition of two paved safety areas (300'x75') for Runway 17-35.</p> <p>Phase I of the project will require an Environmental Assessment under the National Environmental Policy Act (NEPA), an Environmental Notification form under the Massachusetts Environmental Policy Act (MEPA)</p> <p>Design plans and engineering necessary as part of the EA process include preliminary safety area/taxiway plans, profiles, grading limits, conceptual stormwater, floodplain mitigation and wetland mitigation area design.</p> <p>Attach an 8.5 x 11" sketch showing the location of the project</p>

3. PROJECT COST BREAKDOWN				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
ENGINEERING	\$279,333.00			\$279,333.00
CONSTRUCTION				
EQUIPMENT				
OTHER				
ADMINISTRATION	\$4,000.00			\$4,000.00
TOTAL PROJECT COST	\$283,333.00			\$283,333.00

4. PROJECT FUNDING BREAKDOWN				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE	\$254,999.70			\$254,999.70
LOCAL SHARE	\$14,166.65			\$14,166.65
STATE SHARE	\$14,166.65			\$14,166.65
TOTAL PROJECT COST	\$283,333.00			\$283,333.00

Logan Office Center, One Harborside Drive, Suite 205N
 East Boston, MA 02128

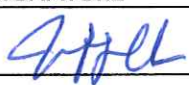
Tel: 617-412-3680, TTY: 857-368-0655

www.mass.gov/massdot

5. PROJECT SCHEDULE:						
START DATE: 7/20				COMPLETION DATE: 6/21		
6. PROJECT COST EXPENDITURE SCHEDULE						
CALENDAR YEAR	FISCAL YEAR	QUARTER	FAA	LOCAL	STATE	TOTAL
2020	FY 21	July - Sept.	\$90,000.00	\$5,000.00	\$5,000.00	\$100,000.00
2020	FY 21	Oct. - Dec.	\$63,000.00	\$3,500.00	\$3,500.00	\$70,000.00
2021	FY 21	Jan - March	\$63,000.00	\$3,500.00	\$3,500.00	\$70,000.00
2021	FY 21	April - June	\$38,999.70	\$2,166.65	\$2,166.65	\$43,333.00

7. OTHER INFORMATION	YES	NO	N/A
IS PROJECT REFLECTED IN STATE CAPITAL IMPROVEMENT PROGRAM (CIP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN FEDERAL CAPITAL IMPROVEMENT PROGRAM (CIP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT MASTER PLAN (AMP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT LAYOUT PLAN (ALP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOES PROJECT CORRECT INSPECTION DEFICIENCY?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. SPONSOR CERTIFICATIONS	YES	NO	N/A
1. SPONSOR WILL COMPLY/ HAS COMPLIED WITH THE MASSACHUSETTS GENERAL LAWS FOR THE PROCUREMENT OF GOODS AND SERVICES.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. SPONSOR WILL OBTAIN/ HAS OBTAINED ALL ENVIRONMENTAL PERMITS FOR THE PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. SPONSOR WILL MEET/ HAS MET M/W/DBE REQUIREMENTS FOR THE PROJECT. ENTER ANTICIPATED % M/W/DBE PARTICIPATION: <u>4.4%</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. SPONSOR WILL ASSURE/ HAS ASSURED THAT ALL NECESSARY SAFETY PRECAUTIONS HAVE BEEN TAKEN FOR CONSTRUCTION ON THE AIRPORT.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. SPONSOR WILL NOTIFY/ HAS NOTIFIED ALL AIRPORT USERS OF PROPOSED PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. SPONSOR WILL HAVE/ DOES HAVE AVAILABLE FUNDS FOR LOCAL SHARE OF PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. TITLE	SIGNATURE	DATE
AIRPORT CONSULTANT		3/12/20
AIRPORT MANAGER		
AIRPORT COMMISSION CHAIRMAN		
MASSDOT - AERONAUTICS DIVISION DIRECTOR OF AVIATION PLANNING		
MASSDOT - AERONAUTICS DIVISION DIRECTOR OF AIRPORT ENGINEERING		
MASSDOT - AERONAUTICS DIVISION ADMINISTRATOR		

10. MASSDOT - AERONAUTICS DIVISION COMMENTS



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jeffrey DeCarlo, Administrator



Application for Assistance

1. DATE SUBMITTED: March 2020	AIRPORT: Norwood
<input checked="" type="checkbox"/> APPLICATION <input type="checkbox"/> CONSTRUCTION	CITY: Norwood
<input type="checkbox"/> PRE APPLICATION <input checked="" type="checkbox"/> PLANNING	<input checked="" type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE
MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING:	
AIRPORT CONSULTANT: DuBois & King, Inc.	
CONGRESSIONAL DISTRICT: 9 th Congressional District	

2. PROJECT TITLE: Post Construction Monitoring (Years 1 and 2)
PROJECT DESCRIPTION
<p>This project will provide Environmental Monitoring services during the post-construction phase (years 1 and 2) of the Norwood Memorial Airport Taxiway A Relocation project. Monitoring and invasive species control measures are specifically required by the Massachusetts Department of Environmental Protection ("MassDEP") and Natural Heritage and Endangered Species Program ("NHESP") for a period of five years before a request for a Certificate of Compliance can be made. This scope of work addresses the first two years of monitoring and reporting as required by the Variance Order of Conditions</p>
<p>Attach an 8.5 x 11" sketch showing the location of the project</p>

3. PROJECT COST BREAKDOWN				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
ENGINEERING	\$49,975.00			\$49,975.00
CONSTRUCTION				
EQUIPMENT				
OTHER				
ADMINISTRATION				
TOTAL PROJECT COST	\$49,975.00			\$49,975.00


4. PROJECT FUNDING BREAKDOWN				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE	\$44,977.50			\$44,977.50
LOCAL SHARE	\$2,498.75			\$2,498.75
STATE SHARE	\$2,498.75			\$2,498.75
TOTAL PROJECT COST	\$49,975.00			\$49,975.00

Logan Office Center, One Harborside Drive, Suite 205N
East Boston, MA 02128
Tel: 617-412-3680, TTY: 857-368-0655
www.mass.gov/massdot

5. PROJECT SCHEDULE:						
START DATE: 7/20				COMPLETION DATE: 7/21		
6. PROJECT COST EXPENDITURE SCHEDULE						
CALENDAR YEAR	FISCAL YEAR	QUARTER	FAA	LOCAL	STATE	TOTAL
2020	FY 21	July – Sept.	\$10,800.00	\$600.00	\$600.00	\$12,000.00
2020	FY 21	Oct. – Dec.	\$10,800.00	\$600.00	\$600.00	\$12,000.00
2021	FY 21	Jan - March	\$10,800.00	\$600.00	\$600.00	\$12,000.00
2021	FY 21	April - June	\$12,577.50	\$698.75	\$698.75	\$13,975.00

7. OTHER INFORMATION	YES	NO	N/A
IS PROJECT REFLECTED IN STATE CAPITAL IMPROVEMENT PROGRAM (CIP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN FEDERAL CAPITAL IMPROVEMENT PROGRAM (CIP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT MASTER PLAN (AMP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT LAYOUT PLAN (ALP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOES PROJECT CORRECT INSPECTION DEFICIENCY?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. SPONSOR CERTIFICATIONS	YES	NO	N/A
1. SPONSOR WILL COMPLY/ HAS COMPLIED WITH THE MASSACHUSETTS GENERAL LAWS FOR THE PROCUREMENT OF GOODS AND SERVICES.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. SPONSOR WILL OBTAIN/ HAS OBTAINED ALL ENVIRONMENTAL PERMITS FOR THE PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. SPONSOR WILL MEET/ HAS MET M/W/DBE REQUIREMENTS FOR THE PROJECT. ENTER ANTICIPATED % M/W/DBE PARTICIPATION: <u>4.4%</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. SPONSOR WILL ASSURE/ HAS ASSURED THAT ALL NECESSARY SAFETY PRECAUTIONS HAVE BEEN TAKEN FOR CONSTRUCTION ON THE AIRPORT.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. SPONSOR WILL NOTIFY/ HAS NOTIFIED ALL AIRPORT USERS OF PROPOSED PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. SPONSOR WILL HAVE/ DOES HAVE AVAILABLE FUNDS FOR LOCAL SHARE OF PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. TITLE	SIGNATURE	DATE
AIRPORT CONSULTANT		9/12/20
AIRPORT MANAGER		
AIRPORT COMMISSION CHAIRMAN		
MASSDOT - AERONAUTICS DIVISION DIRECTOR OF AVIATION PLANNING		
MASSDOT - AERONAUTICS DIVISION DIRECTOR OF AIRPORT ENGINEERING		
MASSDOT - AERONAUTICS DIVISION ADMINISTRATOR		

10. MASSDOT - AERONAUTICS DIVISION COMMENTS

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Norwood (and d/b/a):		DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT	
Legal Address: (W-9, W-4, T&C): 566 Washington Street, Norwood MA 02062		Business Mailing Address: 1 Harborside Drive, Ste.205N, East Boston, MA 02128	
Contract Manager: Russ Maguire		Billing Address (if different):	
E-Mail: rmaguire@norwoodma.gov		Contract Manager: Michael Garrity	
Phone: 781-255-5616 Fax: 781-255-5617		E-Mail: Michael.garrity@dot.state.ma.us	
Contractor Vendor Code: VC6000191924		Phone: 617-412-3690 Fax: 617-412-3679	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT DOT 1300 - ASMP20OWD20OWDSUNMOW	
RFR/Procurement or Other ID Number: 20OWDSUNMOW			
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: __, 20 __. Enter Amendment Amount: \$ __. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following MassDOT TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> MassDOT Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$30,000.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: I agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Purchase Battery Operated Mower with Solar Canopy. ASMP-2020-OWD-20			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of __, 20 __, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of __, 20 __, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2020 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Mark P. Ryan Print Title: Chairman		AUTHORIZING SIGNATURE FOR MassDOT: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Jeffrey DeCarlo Print Title: Administrator	

MASSDOT STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the MassDOT [Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the MassDOT [Terms and Conditions](#), which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the [three \(3\) letter MMARS Code](#) assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). (See [Amendments, Suspensions, and Termination Policy](#).)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The Parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

MASSDOT TERMS AND CONDITIONS

The MassDOT [Terms and Conditions](#) has been executed by the Contractor and is

MASSDOT STANDARD CONTRACT FORM



incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s Policy](#).

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Department/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

MassDOT and Contractor Ownership Rights. The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own

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expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#); [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); other federal requirements; [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for

which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth/MassDOT customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A, Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the MassDOT Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a

MASSDOT STANDARD CONTRACT FORM



particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing MassDOT may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family

related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of MassDOT's [Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to [G.L. c. 93H](#) and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jeffrey DeCarlo, Administrator



GRANT ASSURANCES

Norwood Memorial Airport

Purchase 60" Battery-Operated Commercial Mower with Solar Canopy
ASMP Project No. # 2020-OWD-20
State Grant No. ASMP20OWD20OWDSUNMOW

A. Definitions.

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.
2. "Airport" shall mean the Norwood Memorial Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.
3. "Airport Commission" shall mean the Norwood Airport Commission with members appointed by the Board of Selectmen, as appropriate pursuant to Section 51 E of Chapter 90 of the General Laws.
4. "Town" shall mean the Town of Norwood.
5. "FAA" shall mean the Federal Aviation Administration.
6. "Grant" shall mean the Grant Agreements dated 3/25/2020 as amended by these Grant Assurances by and between the Aeronautics Division, the Airport Commission and the Town of Norwood.
7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.
8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.
9. "Project" shall mean Purchase 60" Battery-Operated Commercial Mower with Solar Canopy and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.
10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the Airport Commission and the Aeronautics Division.

B. General.

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.

Logan Office Center, One Harborside Drive, Suite 205N
East Boston, MA 02128
Tel: 617-412-3680, TDD: 617-973-7306
www.mass.gov/massdot

2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

C. Duration.

1. The terms and conditions of these Grant Assurances shall take full force and effect on the date the Grant is executed by the Aeronautics Division and shall remain in full force and effect for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission or from the Aeronautics Division, whichever occurs later.

D. Certifications by the Airport Commission

1. The Airport Commission hereby assures and certifies that it will comply with:
 - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and
 - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
2. The Airport Commission hereby assures and certifies that:
 - a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;
 - b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;
 - c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
 - d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;
 - e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;
 - f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;
 - g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total

cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;

- h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
- i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;
- j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a Aeronautics Division grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and
- k. the Airport Commission has authorized the Chairman of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

E. Certification of the Chairman of the Board of Selectmen of Norwood.

- 1. Notwithstanding any powers that may be granted to the Board of Selectmen of Norwood the Town agrees not to attempt to reorganize the Airport Commission, or in any way to interfere with the autonomy and authority of the Airport Commission as created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.
- 2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:
 - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and
 - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
- 3. The Town hereby assures, certifies and acknowledges that:

- a. notwithstanding any powers, authority or responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;
 - b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
 - c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;
 - d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and
 - e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.
4. The Town hereby assures and certifies that:
- a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
 - b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and
 - c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.

5. The Board of Selectmen hereby assures and certifies that it has authorized their Chairman to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

F. Accounting System, Audit and Record Keeping Requirements.

1. The Airport Commission hereby covenants and agrees to:
 - a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;
 - b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;
 - c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and
 - d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.

H. Conformity to Plans, Specifications and Aeronautics Division Approvals.

1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.
2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.

I. Airport Operation and Maintenance.

1. The Airport Commission shall operate the Airport for:

- a. the aeronautical benefit of the public using the Airport;
 - b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;
 - c. the uses intended by the Aeronautics Division in the award of this funding grant; and
 - d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.
2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and 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 federal or state agencies for airport maintenance and operation.
3. Except as provided for in Section I (5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.
4. The Airport Commission or the Board of Selectmen of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.
5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.
6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division.

J. Compatible Land Use.

1. The Airport Commission and the Town shall take appropriate action to the extent reasonable, 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.

K. Economic Nondiscrimination.

1. The Airport Commission and the Board of Selectmen of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.
2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.
3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.
4. The Airport Commission and Board of Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.
5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission 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.
6. The Airport Commission shall establish such fair, equal 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.

L. Airport Revenues.

1. The Airport Commission shall maintain a fee and rental structure for all Airport property, facilities and services. Said fee and rental structure shall be constructed so as to make the Airport as self-sustaining as possible under the circumstances existing at the Airport. A copy of said fee and rental structure and any future amendments thereto shall be provided to the Aeronautics Division, upon request.
2. All revenues generated at the Airport and payable to the Airport Commission plus any local taxes on aircraft fuel established after December 30, 1987, shall be deposited in an

Airport Commission segregated account and expended by the Airport Commission for the capital or operating costs of the Airport.

M. Reports and Inspections.

1. The Airport Commission shall, upon reasonable request:
 - a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;
 - b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;
 - c. make all Airport and Airport Commission 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 Aeronautics Division; and
 - d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:
 - i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
 - ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

N. Airport Layout Plan.

1. The Airport Commission shall maintain an up to date Airport Layout Plan (ALP) of the Airport which shall show:
 - a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;
 - b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and
 - c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.

2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.
3. The Airport Commission and/or Board of Selectmen shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Board of Selectmen shall, if requested by the Aeronautics Division:
 - a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,
 - b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

O. Civil Rights.

1. The Owner and their respective agents, employees and representatives, shall comply with applicable federal, state, and local laws, regulations, rules and orders to assure that no person shall, based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-Era Veterans), be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

P. Disposal of Land and Airport Facilities.

1. The Airport Commission and Board of Selectmen shall not sell or otherwise transfer or dispose of the title to or interests in the Airport, its facilities, real property or personal property without the prior approval of the Aeronautics Division, which will not be unduly withheld.

Q. Foreign Market Restrictions.

1. The Airport Commission and Board of Selectmen shall 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.

R. Future Grants.

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.
2. The Airport Commission and Board of Selectmen (collectively referred to here as "the local entities") and the Aeronautics Division jointly and severally acknowledge and agree that this Grant is awarded and accepted on the explicit understanding that this Grant and any future grant or grants, anticipated to fund further development of the Airport will have included in its (their) terms a guarantee by the local entities that no part of the assets or income of the Airport, whether presently existing or to be created pursuant to these grants, will be diverted to non-airport uses without the express prior written approval of the Aeronautics Division, the granting of such approval being universally recognized to be considered as highly unlikely.

S. Successors.

1. This Grant, as amended by these Assurances, shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

IN WITNESS WHEREOF, the Airport Commission and the Chairman of the Board of Selectmen of the Town of Norwood certify that the information contained herein and attached hereto is accurate and complete and that we agree with the assurances herein, as represented by the signatures of the persons below:

<p>Norwood Airport Commission</p> <p>By: _____</p> <p>Title: Chairman</p> <p>Date: _____</p>	<p>I hereby certify that _____ is the Chairman of the Norwood Airport Commission and was authorized to execute these Grant Assurances on behalf of the Norwood Airport Commission by a vote taken on _____, a copy of which is attached and made a part hereof.</p> <p>_____ Reporting Secretary</p>
<p>Chairman of the Board of Selectmen, Town of Norwood</p> <p>By: _____</p> <p>Date: _____</p>	<p>I hereby certify that _____ is the Chairman of the Board of Selectmen for the Town of Norwood and has been authorized to execute these Grant Assurances on behalf of the Town of Norwood on this day _____, 20____.</p> <p>_____ Town Clerk, Town of Norwood</p>



FLIGHTLEVEL
AVIATION

Phone: 781.769.8680
Fax: 781.769.7159 or 781.769.0476
www.flightlevelaviation.com

VIA ELECTRONIC MAIL
rmaguire@norwoodma.gov

February 24, 2020

Norwood Airport Commission
c/o Russ Maguire, Airport Manager
125 Access Road
Norwood, MA 02062

Re: FlightLevel Norwood, LLC – Request For Authorization To Remove 3 Trees

Dear Sirs,

For many years, FlightLevel and its predecessors (and, historically, OWD Administration as well) have been dealing with a flooding condition in the area between Building 6 (the former Airport Manager's Office) and the rental car line at Gate 1. In addition to the already difficult topography at that location, the leaves, droppings and the root systems from several of the trees in the area have contributed significantly to the problem by repeatedly infiltrating and clogging the drains and the catch basin. Kindly accept this letter in support of FlightLevel's request that the Airport Commission consider authorizing FlightLevel, at FlightLevel's expense, to remove the three trees and the root system closest to the catch basin and top-dress the area. Photographs showing the trees and the area are attached for ease of reference.

As always, if you have any questions or concerns, please don't hesitate to call.

Respectfully submitted,

FlightLevel Norwood, LLC

By: 

Nick Burlingham
General Counsel
860-941-1129

Enc.

125 ACCESS ROAD
NORWOOD MEMORIAL AIRPORT
NORWOOD, MA 02062
781.769.8680 FAX 781.769.0476 OR 781.769.7159





To the Norwood Airport Commission,

My Name is Michael O'Brien I am a police officer for the town of Norwood and a local hunter. I understand that the Airport commission allows hunting on the Airport grounds during the deer hunting season and that is the reason for this letter. I am writing on behalf of myself, Jake Bennett and William Mulvey. We have hunted together for the last 3 years and would like to be considered for approval to hunt for the Airport. Myself and William Mulvey are both 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 there hunting laws as well as any other guidelines that my put forth by this commission. I hope to hear back from you and I would like to thank you for your time.

Michael O'Brien

17 Sandra Rd.

E. Walpole MA. 02032

Cell: 781-603-5139



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jeffrey DeCarlo, Administrator



Application for Assistance

1. DATE SUBMITTED: 04/17/2020	AIRPORT: Norwood Municipal Airport
<input checked="" type="checkbox"/> APPLICATION <input type="checkbox"/> CONSTRUCTION	CITY: Norwood
<input type="checkbox"/> PRE APPLICATION <input type="checkbox"/> PLANNING	<input checked="" type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE
MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING:	
AIRPORT CONSULTANT: None	
CONGRESSIONAL DISTRICT: Congressional District	

2. PROJECT TITLE Purchase Multimodal Airfield Mowing Equipment- Marsh Master
PROJECT DESCRIPTION
<p>Norwood Memorial Airport (OWD) is a public-use general aviation airport owned by the Town of Norwood. According to the 2010 Massachusetts Statewide Airport System Plan. OWD has a role classification of a reliever airport to Logan International Airport. The Airport is strategically located along the Route 128/Route 95 corridor of Massachusetts and has more than 100 based aircraft, multiple very active business & charter flights, and helicopter operations.</p> <p>OWD is part of the on-going MassDOT Vegetation Management Program to clear obstructions located in wetlands surrounding the Airport. To more effectively maintain these environmental sensitive areas. MassDOT Aeronautics Division is working with vendor to purchase a unit named Marsh Master. The equipment is designed to mow and maintain vegetative growth in wetland areas.</p> <p>OWD is respectfully requesting a non-standard MassDOT funding share of 100% for the purchase of the Marsh Master. OWD could be part of a pilot program evaluate the success of the Marsh Master in an active airport wetland environment.</p> <p>Attach an 8.5 x 11" sketch showing the location of the project</p>

3. PROJECT COST BREAKDOWN				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
ENGINEERING				
CONSTRUCTION				
EQUIPMENT		\$193,691.00		\$193,691.00
OTHER				
ADMINISTRATION				
TOTAL PROJECT COST		\$193,691.00		\$193,691.00

4. PROJECT FUNDING BREAKDOWN				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE				
LOCAL SHARE				
STATE SHARE		\$193,691.00		\$193,691.00
TOTAL PROJECT COST		\$193,691.00		\$193,691.00

5. PROJECT SCHEDULE:	
START DATE: 04/17/2020	COMPLETION DATE: 06/30/2020
6. PROJECT COST EXPENDITURE SCHEDULE	

CALENDAR YEAR	FISCAL YEAR	QUARTER	FAA	LOCAL	STATE	TOTAL
2019	2020	1				
2019	2020	2				
2020	2020	3				
2020	2020	4			\$193,691.00	\$193,691.00

7. OTHER INFORMATION	YES	NO	N/A
IS PROJECT REFLECTED IN STATE CAPITAL IMPROVEMENT PROGRAM (CIP)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
IS PROJECT REFLECTED IN FEDERAL CAPITAL IMPROVEMENT PROGRAM (CIP)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT MASTER PLAN (AMP)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT LAYOUT PLAN (ALP)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DOES PROJECT CORRECT INSPECTION DEFICIENCY?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. SPONSOR CERTIFICATIONS	YES	NO	N/A
1. SPONSOR WILL COMPLY/HAS COMPLIED WITH THE MASSACHUSETTS GENERAL LAWS FOR THE PROCUREMENT OF GOODS AND SERVICES.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. SPONSOR WILL OBTAIN/HAS OBTAINED ALL ENVIRONMENTAL PERMITS FOR THE PROJECT.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. SPONSOR WILL MEET/HAS MET M/W/DBE REQUIREMENTS FOR THE PROJECT. ENTER ANTICIPATED % M/W/DBE PARTICIPATION: _____%	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. SPONSOR WILL ASSURE/HAS ASSURED THAT ALL NECESSARY SAFETY PRECAUTIONS HAVE BEEN TAKEN FOR CONSTRUCTION ON THE AIRPORT.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. SPONSOR WILL NOTIFY/HAS NOTIFIED ALL AIRPORT USERS OF PROPOSED PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. SPONSOR WILL HAVE/DOES HAVE AVAILABLE FUNDS FOR LOCAL SHARE OF PROJECT.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

9. TITLE	SIGNATURE	DATE
AIRPORT CONSULTANT	Not Applicable	
AIRPORT MANAGER		
AIRPORT COMMISSION CHAIRMAN		
MASSDOT - AERONAUTICS DIVISION DIRECTOR OF AVIATION PLANNING		
MASSDOT - AERONAUTICS DIVISION DIRECTOR OF AIRPORT ENGINEERING		
MASSDOT - AERONAUTICS DIVISION ADMINISTRATOR		

10. MASSDOT - AERONAUTICS DIVISION COMMENTS

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	Town of Norwood 566 Washington Street Norwood, MA 02062	PROJECT:	Norwood Memorial Airport 125 Access Road Norwood, MA 02062	APPLICATION NO: 010	Distribution to: OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
FROM	Tower Construction Corporation	VIA	Fennick McCredie Architecture, LTD	PERIOD TO: February 29, 2020	
CONTRACTOR:	10 Southern Industrial Drive Cranston, RI 02921	ARCHITECT:	70 Franklin Street Boston, MA 02110	CONTRACT FOR: General Construction	
				CONTRACT DATE:	
				PROJECT NOS: / 2225 /	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	1,534,300.00
2. NET CHANGE BY CHANGE ORDERS	88,702.77
3. CONTRACT SUM TO DATE (Line 1 + 2)	1,623,002.77
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	1,622,252.77
5. RETAINAGE:	
a. 0.33 % of Completed Work (Column D + E on G703)	5,353.43
b. 0 % of Stored Material (Column F on G703)	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	5,353.43
6. TOTAL EARNED LESS RETAINAGE	1,616,899.34
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	1,537,184.50
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	79,714.84
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	6,103.43

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	67,822.64	0.00
Total approved this Month	20,880.13	0.00
TOTALS	88,702.77	0.00
NET CHANGES by Change Order		88,702.77

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____
 By: [Signature] Date: March 06, 2020
 State of: Rhode Island
 County of: Providence
 Subscribed and sworn to before me this 6th day of March 2020
 Notary Public: Joanne L. Blanchard
 My Commission expires: 09/29/20



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED 79,714.84
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____
 By: [Signature] Date: 4/17/20
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document, G702TM-1992, Application and Certification for Payment, or G736TM-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

010

APPLICATION DATE:

February 29, 2020

PERIOD TO:

February 29, 2020

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01-1000	General Conditions	176,945.00	176,945.00	0.00	0.00	176,945.00	100.00%	0.00	5,353.43
01-1001	Temp Facilities	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00%	0.00	0.00
01-1002	Dumpsters	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
01-1003	Temp Protection	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00%	0.00	0.00
01-1310	Bond	31,000.00	31,000.00	0.00	0.00	31,000.00	100.00%	0.00	0.00
01-1410	Shop Drawings / Submittal Process	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
01-1540	Mobilization	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
01-8080	Demobilize	1,850.00	0.00	1,850.00	0.00	1,850.00	100.00%	0.00	0.00
01-9000	Final Clean Up	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00
02-4119	Selective Demolition	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
03-3000	Concrete Materials	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
03-3310	Cast in Place Concrete-Interior Labor	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00%	0.00	0.00

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User Notes:

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
03-3320	Cast Concrete Exterior - Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
03-0513	Concrete Sealer	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	0.00
04-2200	Unit Masonry	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Submittals	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
	Shop Drawings	500.00	500.00	0.00	0.00	500.00	100.00%	0.00	0.00
	Supervision	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
	Hoisting	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
	Closeout Documents	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
	8" Partitions 1st Floor	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Materials	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	0.00
	Labor	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00%	0.00	0.00
	8: Partitions @ Col. Line E	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Materials	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
	Labor	19,000.00	19,000.00	0.00	0.00	19,000.00	100.00%	0.00	0.00
04-4100	Scaffolding	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00%	0.00	0.00
05-1200	Structural Steel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Shop Drawings & Engineering	10,656.00	10,656.00	0.00	0.00	10,656.00	100.00%	0.00	0.00
	Structural Steel Material and Fab	24,444.00	24,444.00	0.00	0.00	24,444.00	100.00%	0.00	0.00
	Structural Steel Erection	10,700.00	10,700.00	0.00	0.00	10,700.00	100.00%	0.00	0.00
	Misc. Metals	23,215.00	23,215.00	0.00	0.00	23,215.00	100.00%	0.00	0.00
	Bollards	2,985.00	2,985.00	0.00	0.00	2,985.00	100.00%	0.00	0.00
05-1000	Steel ReBar - Materials	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	0.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
06-1000	Carpentry	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
06-4000	Millwork	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	0.00
07-1100	Dampproofing & Waterproofing	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00%	0.00	0.00
07-1200	Board Insulation	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00
07-2200	Foam Insulation/Intumescent Coating	13,500.00	13,500.00	0.00	0.00	13,500.00	100.00%	0.00	0.00
07-3000	Roofing- Penetrations	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
07-3200	Sheet Metal	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
07-9200	Joint Sealers	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
08-3100	Access Doors	750.00	750.00	0.00	0.00	750.00	100.00%	0.00	0.00
08-7100	Door Frames & Hardware	35,500.00	35,500.00	0.00	0.00	35,500.00	100.00%	0.00	0.00
08-8000	Glazing	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
08-9000	Louvers	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
09-0563	Floor Moisture System	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
09-2313	Acoustical Plaster	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
09-2900	Gypsum	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00%	0.00	0.00

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
09-3000	Tile	49,460.00	49,460.00	0.00	0.00	49,460.00	100.00%	0.00	0.00
09-5100	Suspended Acoustical Tile Ceiling	52,200.00	52,200.00	0.00	0.00	52,200.00	100.00%	0.00	0.00
09-6516	Flooring & Vinyl Base	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
09-8100	Acoustic Insulation	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00%	0.00	0.00
09-9100	Painting	21,800.00	21,800.00	0.00	0.00	21,800.00	100.00%	0.00	0.00
10-0100	Digital Image	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00%	0.00	0.00
10-1000	Specialties-Lockers	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	0.00
10-1400	Signage	2,000.00	500.00	750.00	0.00	1,250.00	62.50%	750.00	0.00
10-2813	Toilet & Bath Accessories	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
10-9990	Fire Extinguishers	1,750.00	1,750.00	0.00	0.00	1,750.00	100.00%	0.00	0.00
10-9995	Defibrillator	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	0.00
12-0100	Ceiling Fans	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	0.00
12-0200	Portable Welding Exhaust	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	0.00
12-1000	Shades	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
21-0001	Fire Protection	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	E&D	7,250.00	7,250.00	0.00	0.00	7,250.00	100.00%	0.00	0.00

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User Notes:

(3B9ADA62)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Mobilization	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
	FP - 1st Floor	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00%	0.00	0.00
	FP - 2nd Floor	43,000.00	43,000.00	0.00	0.00	43,000.00	100.00%	0.00	0.00
	Main Riser	7,250.00	7,250.00	0.00	0.00	7,250.00	100.00%	0.00	0.00
22-0001	Plumbing	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Permits & Submittals	580.00	580.00	0.00	0.00	580.00	100.00%	0.00	0.00
	Above Grade Rough	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00%	0.00	0.00
	Water Piping	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	0.00
	Insulation	5,200.00	5,200.00	0.00	0.00	5,200.00	100.00%	0.00	0.00
	Heat Tracing	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	0.00
	Gas Piping	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
	Compressed Air System	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
	Water Heater & Accessories	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	0.00
	Water Meter	800.00	800.00	0.00	0.00	800.00	100.00%	0.00	0.00
	Fixtures & Trim	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	0.00
	Closeouts	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
23-0001	HVAC	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Mobilization	1,120.00	1,120.00	0.00	0.00	1,120.00	100.00%	0.00	0.00
	Demobilize	1,120.00	1,120.00	0.00	0.00	1,120.00	100.00%	0.00	0.00
	Submittals	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
	Coordination	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
	Close Outs	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
	Equipment / Materials	83,696.00	83,696.00	0.00	0.00	83,696.00	100.00%	0.00	0.00
	Atco Labor	58,110.00	58,110.00	0.00	0.00	58,110.00	100.00%	0.00	0.00
	Sheetmetal	58,900.00	58,900.00	0.00	0.00	58,900.00	100.00%	0.00	0.00
	Insulation	31,900.00	31,900.00	0.00	0.00	31,900.00	100.00%	0.00	0.00
	Auto Temp Controls	25,744.00	25,744.00	0.00	0.00	25,744.00	100.00%	0.00	0.00

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Balancing	2,110.00	2,110.00	0.00	0.00	2,110.00	100.00%	0.00	0.00
26-0001	Electrical	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Lighting Fixtures	59,750.00	59,750.00	0.00	0.00	59,750.00	100.00%	0.00	0.00
	Lighting Rough	13,800.00	13,800.00	0.00	0.00	13,800.00	100.00%	0.00	0.00
	Lighting Finish	10,200.00	10,200.00	0.00	0.00	10,200.00	100.00%	0.00	0.00
	Device Rough	13,500.00	13,500.00	0.00	0.00	13,500.00	100.00%	0.00	0.00
	Device Finish	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
	Distribution Equipment	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00%	0.00	0.00
	Distribution Equipment Install	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00%	0.00	0.00
	Distribution Equipment Feeders	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00
	HVAC Power	13,100.00	13,100.00	0.00	0.00	13,100.00	100.00%	0.00	0.00
	Fire Alarm Equipment	6,845.00	6,845.00	0.00	0.00	6,845.00	100.00%	0.00	0.00
	Fire Alarm Rough	8,700.00	8,700.00	0.00	0.00	8,700.00	100.00%	0.00	0.00
	Fire Alarm Finish	5,800.00	5,800.00	0.00	0.00	5,800.00	100.00%	0.00	0.00
	Communications (Sub)	10,270.00	10,270.00	0.00	0.00	10,270.00	100.00%	0.00	0.00
	Communications Rough	3,700.00	3,700.00	0.00	0.00	3,700.00	100.00%	0.00	0.00
	Generator	36,570.00	36,570.00	0.00	0.00	36,570.00	100.00%	0.00	0.00
	Generator Preperation/Wiring	29,930.00	29,930.00	0.00	0.00	29,930.00	100.00%	0.00	0.00
	Demolition	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00%	0.00	0.00
	Temporary Wiring	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO #1	CP #1 - Printing Documents	774.66	774.66	0.00	0.00	774.66	100.00%	0.00	0.00
CO #2	CP #2 - Sanitary Excavation	3,099.65	3,099.65	0.00	0.00	3,099.65	100.00%	0.00	0.00
CO #2	CP #3 - Building Leaks RFI	3,821.63	3,821.63	0.00	0.00	3,821.63	100.00%	0.00	0.00

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User Notes:

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
CO #3	CP #4 - RFI 16	9,046.89	9,046.89	0.00	0.00	9,046.89	100.00%	0.00	0.00
CO #3	CP #7 - RFI 15	3,768.49	3,768.49	0.00	0.00	3,768.49	100.00%	0.00	0.00
CO #3	CP #8 - RFI 14	1,068.30	1,068.30	0.00	0.00	1,068.30	100.00%	0.00	0.00
CO #4	CP #5 Rev1 PR No. 001	15,967.75	15,967.75	0.00	0.00	15,967.75	100.00%	0.00	0.00
CO #4	CP #9 - Door Hardware 13	800.84	800.84	0.00	0.00	800.84	100.00%	0.00	0.00
CO #4	CP #10 - Hose Bib	2,077.74	2,077.74	0.00	0.00	2,077.74	100.00%	0.00	0.00
CO #4	CP #13 - Garbage Disposal	396.97	396.97	0.00	0.00	396.97	100.00%	0.00	0.00
CO #4	CP #14 - J-Box in Shaft Wall	570.44	570.44	0.00	0.00	570.44	100.00%	0.00	0.00
CO #5	CP #16 - T&M Bldg Inspector	2,076.82	2,076.82	0.00	0.00	2,076.82	100.00%	0.00	0.00
CO #5	CP #19 PR6 - Alumet Panel	3,877.02	3,877.02	0.00	0.00	3,877.02	100.00%	0.00	0.00
CO #5	CP #20 PR7 - Window Film	1,185.90	1,185.90	0.00	0.00	1,185.90	100.00%	0.00	0.00
CO #5	CP #21 PR8 - Mech. Room Louver	3,818.12	3,818.12	0.00	0.00	3,818.12	100.00%	0.00	0.00
CO #6	CP #22 - Shower Changes	1,347.05	1,347.05	0.00	0.00	1,347.05	100.00%	0.00	0.00
CO #6	CP #23 - Ceiling Fan	13,122.87	13,122.87	0.00	0.00	13,122.87	100.00%	0.00	0.00
CO #6	CP #25 - Power Hand Dryers	1,001.50	1,001.50	0.00	0.00	1,001.50	100.00%	0.00	0.00
CO #7	CP #12 PR Wall Type	-4,357.86	-4,357.86	0.00	0.00	-4,357.86	100.00%	0.00	0.00
CO #7	CP #18 PR5 Compressor Pad	-559.36	-559.36	0.00	0.00	-559.36	100.00%	0.00	0.00
CO #7	CP #22 Shower Change	-1,347.05	-1,347.05	0.00	0.00	-1,347.05	100.00%	0.00	0.00
CO #7	CP #24 PR11 HVAC IT Closet	18,087.36	18,087.36	0.00	0.00	18,087.36	100.00%	0.00	0.00

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
CO #7	CP #26 PR10 Lighting, Hardware, Paint Credit	6,255.29	4,691.47	1,563.82	0.00	6,255.29	100.00%	0.00	0.00
CO #7	CP #27 Safety Disconnect	1,643.20	1,643.20	0.00	0.00	1,643.20	100.00%	0.00	0.00
CO #7	CP #28 Sprinkler Air Compressor	650.03	650.03	0.00	0.00	650.03	100.00%	0.00	0.00
CO #7	CP #29 Garbage Disposal Plumbing	508.52	508.52	0.00	0.00	508.52	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	*G703 is not to be used as an add or deduct to project. Used for billing purposes only.	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$1,623,002.77	\$1,618,088.95	\$4,163.82	\$0.00	\$1,622,252.77	99.95%	\$750.00	\$5,353.43



AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	Town of Norwood 566 Washington Street Norwood, MA 02062	PROJECT:	Norwood Memorial Airport 125 Access Road Norwood, MA 02062	APPLICATION NO: 011	Distribution to:
FROM	Tower Construction Corporation	VIA	Fennick McCredie Architecture, LTD	PERIOD TO: March 31, 2020	OWNER: <input checked="" type="checkbox"/>
CONTRACTOR:	10 Southern Industrial Drive Cranston, RI 02921	ARCHITECT:	70 Franklin Street Boston, MA 02110	CONTRACT FOR: General Construction	ARCHITECT: <input checked="" type="checkbox"/>
				CONTRACT DATE:	CONTRACTOR: <input checked="" type="checkbox"/>
				PROJECT NOS: / 2225 /	FIELD: <input type="checkbox"/>
					OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT


Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.


1. ORIGINAL CONTRACT SUM	1,534,300.00
2. NET CHANGE BY CHANGE ORDERS	88,702.77
3. CONTRACT SUM TO DATE (Line 1 ± 2)	1,623,002.77
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	1,623,002.77
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	0.00
b. 0 % of Stored Material (Column F on G703)	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	0.00
6. TOTAL EARNED LESS RETAINAGE	1,623,002.77
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	1,616,899.34
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	6,103.43
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	0.00

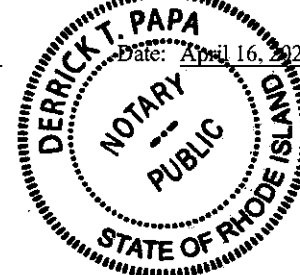
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	88,702.77	0.00
Total approved this Month	0.00	0.00
TOTALS	88,702.77	0.00
NET CHANGES by Change Order		88,702.77

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: 
 State of: RHODE ISLAND
 County of: PROVIDENCE
 Subscribed and sworn to before me this 16th day of APRIL 2020

Notary Public: 
 My Commission expires: 3.18.23



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED 6,103.43
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:  Date: 4/17/20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document, G702TM-1992, Application and Certification for Payment, or G736TM-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

011

APPLICATION DATE:

March 31, 2020

PERIOD TO:

March 31, 2020

ARCHITECT'S PROJECT NO:

ARCHITECT OF RECORD NO.:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01-1000	General Conditions	176,945.00	176,945.00	0.00	0.00	176,945.00	100.00%	0.00	0.00
01-1001	Temp Facilities	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00%	0.00	0.00
01-1002	Dumpsters	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
01-1003	Temp Protection	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00%	0.00	0.00
01-1310	Bond	31,000.00	31,000.00	0.00	0.00	31,000.00	100.00%	0.00	0.00
01-1410	Shop Drawings / Submittal Process	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
01-1540	Mobilization	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
01-8080	Demobilize	1,850.00	1,850.00	0.00	0.00	1,850.00	100.00%	0.00	0.00
01-9000	Final Clean Up	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00
02-4119	Selective Demolition	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
03-3000	Concrete Materials	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
03-3310	Cast in Place Concrete-Interior Labor	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00%	0.00	0.00

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User Notes:

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
03-3320	Cast Concrete Exterior - Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
03-0513	Concrete Sealer	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	0.00
04-2200	Unit Masonry	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Submittals	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
	Shop Drawings	500.00	500.00	0.00	0.00	500.00	100.00%	0.00	0.00
	Supervision	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
	Hoisting	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
	Closeout Documents	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
	8" Partitions 1st Floor	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Materials	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	0.00
	Labor	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00%	0.00	0.00
	8: Partitions @ Col. Line E	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Materials	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
	Labor	19,000.00	19,000.00	0.00	0.00	19,000.00	100.00%	0.00	0.00
04-4100	Scaffolding	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00%	0.00	0.00
05-1200	Structural Steel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Shop Drawings & Engineering	10,656.00	10,656.00	0.00	0.00	10,656.00	100.00%	0.00	0.00
	Structural Steel Material and Fab	24,444.00	24,444.00	0.00	0.00	24,444.00	100.00%	0.00	0.00
	Structural Steel Erection	10,700.00	10,700.00	0.00	0.00	10,700.00	100.00%	0.00	0.00
	Misc. Metals	23,215.00	23,215.00	0.00	0.00	23,215.00	100.00%	0.00	0.00
	Bollards	2,985.00	2,985.00	0.00	0.00	2,985.00	100.00%	0.00	0.00
05-1000	Steel ReBar - Materials	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	0.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
06-1000	Carpentry	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
06-4000	Millwork	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	0.00
07-1100	Dampproofing & Waterproofing	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00%	0.00	0.00
07-1200	Board Insulation	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00
07-2200	Foam Insulation/Intumescent Coating	13,500.00	13,500.00	0.00	0.00	13,500.00	100.00%	0.00	0.00
07-3000	Roofing- Penetrations	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
07-3200	Sheet Metal	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
07-9200	Joint Sealers	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
08-3100	Access Doors	750.00	750.00	0.00	0.00	750.00	100.00%	0.00	0.00
08-7100	Door Frames & Hardware	35,500.00	35,500.00	0.00	0.00	35,500.00	100.00%	0.00	0.00
08-8000	Glazing	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
08-9000	Louvers	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
09-0563	Floor Moisture System	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
09-2313	Acoustical Plaster	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
09-2900	Gypsum	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00%	0.00	0.00

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09-3000	Tile	49,460.00	49,460.00	0.00	0.00	49,460.00	100.00%	0.00	0.00
09-5100	Suspended Acoustical Tile Ceiling	52,200.00	52,200.00	0.00	0.00	52,200.00	100.00%	0.00	0.00
09-6516	Flooring & Vinyl Base	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
09-8100	Acoustic Insulation	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00%	0.00	0.00
09-9100	Painting	21,800.00	21,800.00	0.00	0.00	21,800.00	100.00%	0.00	0.00
10-0100	Digital Image	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00%	0.00	0.00
10-1000	Specialties-Lockers	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	0.00
10-1400	Signage	2,000.00	1,250.00	750.00	0.00	2,000.00	100.00%	0.00	0.00
10-2813	Toilet & Bath Accessories	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
10-9990	Fire Extinguishers	1,750.00	1,750.00	0.00	0.00	1,750.00	100.00%	0.00	0.00
10-9995	Defibrillator	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	0.00
12-0100	Ceiling Fans	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	0.00
12-0200	Portable Welding Exhaust	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	0.00
12-1000	Shades	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
21-0001	Fire Protection	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	E&D	7,250.00	7,250.00	0.00	0.00	7,250.00	100.00%	0.00	0.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Mobilization	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
	FP - 1st Floor	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00%	0.00	0.00
	FP - 2nd Floor	43,000.00	43,000.00	0.00	0.00	43,000.00	100.00%	0.00	0.00
	Main Riser	7,250.00	7,250.00	0.00	0.00	7,250.00	100.00%	0.00	0.00
22-0001	Plumbing	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Permits & Submittals	580.00	580.00	0.00	0.00	580.00	100.00%	0.00	0.00
	Above Grade Rough	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00%	0.00	0.00
	Water Piping	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	0.00
	Insulation	5,200.00	5,200.00	0.00	0.00	5,200.00	100.00%	0.00	0.00
	Heat Tracing	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	0.00
	Gas Piping	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
	Compressed Air System	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
	Water Heater & Accessories	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	0.00
	Water Meter	800.00	800.00	0.00	0.00	800.00	100.00%	0.00	0.00
	Fixtures & Trim	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	0.00
	Closeouts	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
23-0001	HVAC	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Mobilization	1,120.00	1,120.00	0.00	0.00	1,120.00	100.00%	0.00	0.00
	Demobilize	1,120.00	1,120.00	0.00	0.00	1,120.00	100.00%	0.00	0.00
	Submittals	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
	Coordination	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
	Close Outs	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
	Equipment / Materials	83,696.00	83,696.00	0.00	0.00	83,696.00	100.00%	0.00	0.00
	Atco Labor	58,110.00	58,110.00	0.00	0.00	58,110.00	100.00%	0.00	0.00
	Sheetmetal	58,900.00	58,900.00	0.00	0.00	58,900.00	100.00%	0.00	0.00
	Insulation	31,900.00	31,900.00	0.00	0.00	31,900.00	100.00%	0.00	0.00
	Auto Temp Controls	25,744.00	25,744.00	0.00	0.00	25,744.00	100.00%	0.00	0.00

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	Balancing	2,110.00	2,110.00	0.00	0.00	2,110.00	100.00%	0.00	0.00
26-0001	Electrical	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Lighting Fixtures	59,750.00	59,750.00	0.00	0.00	59,750.00	100.00%	0.00	0.00
	Lighting Rough	13,800.00	13,800.00	0.00	0.00	13,800.00	100.00%	0.00	0.00
	Lighting Finish	10,200.00	10,200.00	0.00	0.00	10,200.00	100.00%	0.00	0.00
	Device Rough	13,500.00	13,500.00	0.00	0.00	13,500.00	100.00%	0.00	0.00
	Device Finish	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
	Distribution Equipment	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00%	0.00	0.00
	Distribution Equipment Install	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00%	0.00	0.00
	Distribution Equipment Feeders	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00
	HVAC Power	13,100.00	13,100.00	0.00	0.00	13,100.00	100.00%	0.00	0.00
	Fire Alarm Equipment	6,845.00	6,845.00	0.00	0.00	6,845.00	100.00%	0.00	0.00
	Fire Alarm Rough	8,700.00	8,700.00	0.00	0.00	8,700.00	100.00%	0.00	0.00
	Fire Alarm Finish	5,800.00	5,800.00	0.00	0.00	5,800.00	100.00%	0.00	0.00
	Communications (Sub)	10,270.00	10,270.00	0.00	0.00	10,270.00	100.00%	0.00	0.00
	Communications Rough	3,700.00	3,700.00	0.00	0.00	3,700.00	100.00%	0.00	0.00
	Generator	36,570.00	36,570.00	0.00	0.00	36,570.00	100.00%	0.00	0.00
	Generator Preperation/Wiring	29,930.00	29,930.00	0.00	0.00	29,930.00	100.00%	0.00	0.00
	Demolition	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00%	0.00	0.00
	Temporary Wiring	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO #1	CP #1 - Printing Documents	774.66	774.66	0.00	0.00	774.66	100.00%	0.00	0.00
CO #2	CP #2 - Sanitary Excavation	3,099.65	3,099.65	0.00	0.00	3,099.65	100.00%	0.00	0.00
CO #2	CP #3 - Building Leaks RFI	3,821.63	3,821.63	0.00	0.00	3,821.63	100.00%	0.00	0.00

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CO #3	CP #4 - RFI 16	9,046.89	9,046.89	0.00	0.00	9,046.89	100.00%	0.00	0.00
CO #3	CP #7 - RFI 15	3,768.49	3,768.49	0.00	0.00	3,768.49	100.00%	0.00	0.00
CO #3	CP #8 - RFI 14	1,068.30	1,068.30	0.00	0.00	1,068.30	100.00%	0.00	0.00
CO #4	CP #5 Rev1 PR No. 001	15,967.75	15,967.75	0.00	0.00	15,967.75	100.00%	0.00	0.00
CO #4	CP #9 - Door Hardware 13	800.84	800.84	0.00	0.00	800.84	100.00%	0.00	0.00
CO #4	CP #10 - Hose Bib	2,077.74	2,077.74	0.00	0.00	2,077.74	100.00%	0.00	0.00
CO #4	CP #13 - Garbage Disposal	396.97	396.97	0.00	0.00	396.97	100.00%	0.00	0.00
CO #4	CP #14 - J-Box in Shaft Wall	570.44	570.44	0.00	0.00	570.44	100.00%	0.00	0.00
CO #5	CP #16 - T&M Bldg Inspector	2,076.82	2,076.82	0.00	0.00	2,076.82	100.00%	0.00	0.00
CO #5	CP #19 PR6 - Alumet Panel	3,877.02	3,877.02	0.00	0.00	3,877.02	100.00%	0.00	0.00
CO #5	CP #20 PR7 - Window Film	1,185.90	1,185.90	0.00	0.00	1,185.90	100.00%	0.00	0.00
CO #5	CP #21 PR8 - Mech. Room Louver	3,818.12	3,818.12	0.00	0.00	3,818.12	100.00%	0.00	0.00
CO #6	CP #22 - Shower Changes	1,347.05	1,347.05	0.00	0.00	1,347.05	100.00%	0.00	0.00
CO #6	CP #23 - Ceiling Fan	13,122.87	13,122.87	0.00	0.00	13,122.87	100.00%	0.00	0.00
CO #6	CP #25 - Power Hand Drivers	1,001.50	1,001.50	0.00	0.00	1,001.50	100.00%	0.00	0.00
CO #7	CP #12 PR Wall Type	-4,357.86	-4,357.86	0.00	0.00	-4,357.86	100.00%	0.00	0.00
CO #7	CP #18 PR5 Compressor Pad	-559.36	-559.36	0.00	0.00	-559.36	100.00%	0.00	0.00
CO #7	CP #22 Shower Change	-1,347.05	-1,347.05	0.00	0.00	-1,347.05	100.00%	0.00	0.00
CO #7	CP #24 PR11 HVAC IT Closet	18,087.36	18,087.36	0.00	0.00	18,087.36	100.00%	0.00	0.00

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CO #7	CP #26 PR10 Lighting, Hardware, Paint Credit	6,255.29	6,255.29	0.00	0.00	6,255.29	100.00%	0.00	0.00
CO #7	CP #27 Safety Disconnect	1,643.20	1,643.20	0.00	0.00	1,643.20	100.00%	0.00	0.00
CO #7	CP #28 Sprinkler Air Compressor	650.03	650.03	0.00	0.00	650.03	100.00%	0.00	0.00
CO #7	CP #29 Garbage Disposal Plumbing	508.52	508.52	0.00	0.00	508.52	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	*G703 is not to be used as an add or deduct to project. Used for billing purposes only.	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$1,623,002.77	\$1,622,252.77	\$750.00	\$0.00	\$1,623,002.77	100.00%	\$0.00	\$0.00