

NORWOOD AIRPORT COMMISSION

POSTING

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

DATE: Thursday, May 28, 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

- 4/23/20 regular business meeting

3. AIRPORT MANAGER'S REPORT

4. OLD BUSINESS

5. NEW BUSINESS

- *Tower Construction*, (amended final) payment application #009, phase II fit-out of administration building
- Marsh Master (with accessories) bid by *Coast Machinery LLC*; recommendation to have Purchasing Department issue an award letter

6. CORRESPONDENCE:

- Federal CARES Act grant application
- Federal CARES Act grant offer
- 5/1/20 letter to M. O'Brien from R. Maguire authorizing approval to bow hunt on airport property
- 5/1/20 letter to W. Mulvey from R. Maguire authorizing approval to bow hunt on airport property
- 5/1/20 letter to J. Bennett from R. Maguire authorizing approval to bow hunt on airport property
- 5/12/20 letter from the FAA to NAC Chairman, M. Ryan, approving the grant amendment agreement for AIP No. 3-25-0037-38-2018
- Public advertisement/bid for Marsh Master equipment
- MassDOT grant application for Marsh Master equipment
- MassDOT standard contract for Marsh Master equipment
- 5/4/20 MassDOT grant award, Marsh Master equipment
- Signed MassDOT grant assurances, Marsh Master equipment
- *Tower Construction*, final payment application #009, phase II fit-out of administration building

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.

Purpose 3 for executive session (M.G.L. c. 30A, § 21(a)(3)) – To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the Norwood Airport Commission: (1) *Boston Executive Helicopters, LLC v. Town of Norwood et al.*, U.S. District Court-Massachusetts Civil Action No. 1:15-cv-13647-RGS; and (2) *Boston Executive Helicopters v. Norwood Airport Commission and Town of Norwood*, Federal Aviation Administration Docket No. 16-15-05.

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*.

- 4/23/20 executive session minutes

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

Airport Commission Meeting (Will be Recorded)

Thu, May 28, 2020 3:30 PM - 7:30 PM (EDT)

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<https://global.gotomeeting.com/join/642517877>

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Meeting ID: 642 517 877

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U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date _____

Airport/Planning Area Norwood Memorial Airport

CARES Grant Number 3-25-0037-040-2020

Unique Entity Identifier 084211572

TO: Town of Norwood, MA
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 30, 2020, for a grant of Federal funds at or associated with the Norwood Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Norwood Memorial Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to the Norwood Memorial Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the

same principles that govern "airport revenue." New airport development projects may not be funded with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$69,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor **on or before July 7, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
16. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

17. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

18. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –

- a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
 4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

19. Employee Protection from Reprisal.

A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

20. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated

Town of Norwood, MA

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the Commonwealth of Massachusetts. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. 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.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

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

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 Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. 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).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. 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 Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- 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.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 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.
- h. 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).
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 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.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 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.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 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.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

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 grant; that an official decision has been made by 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 Grant 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. Good Title.

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.

4. 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. 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 this Grant Agreement.
- c. 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 and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. 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 Grant 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.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended 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(s) subject to this agreement and all applicable addendums.

8. 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. 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.

9. 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 Part 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.

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

"The **Town of Norwood, MA**, 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 for 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."

d. 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, grant, 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, grant, or program.
- e. 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.
- f. 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.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that 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.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



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

Airports Division
Federal Aviation Administration
New England Region
(CT, ME, MA, NH, RI, & VT)

FAA ANE-600
1200 District Ave.
Burlington, MA 01803

May 12, 2020

Mr. Mark Ryan
Chairman
Norwood Airport Commission
125 Access Rd
Norwood, MA 02062

Norwood Memorial Airport (OWD)
AIP Grant No 3-25-0037-038-2018
DUNS No 084211572
Letter Amendment (Amendment No. 1)

Dear Mr. Ryan:

This is in response to your letter received on March 25, 2020, requesting an amendment to the Grant Agreement for the subject AIP project to: (1) revise the project description (remove Taxiway D work), and (2) increase the maximum obligation of the United States as set forth in the Grant Agreement accepted by the Sponsor on August 8, 2018.

This letter, together with your letter, effects the amendment, as requested, and commits the Federal Aviation Administration, acting for and on behalf of the United States of America, to delete the project description, as shown in the above referenced Grant Agreement, and to substitute the following project description:

Reconstruct Taxiway A (partial); and Design ONLY for Reconstruct Taxiway D (partial),

Please be advised that the removal of the Taxiway D construction scope renders the Taxiway D project component as design-only. As such, the amendment agreement also incorporates the design-only condition language:

33. Design Grants. This grant amendment agreement is being issued recognizing the completion of the Taxiway D relocation design. The Sponsor understands and agrees that within 2 years after the design completion date that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

Furthermore, this letter commits the Federal Aviation Administration, acting for and on behalf of the United States of America, to increase the maximum obligation of the United States by \$207,630.39 (from \$2,063,069 to \$2,270,699.39) to cover the Federal share of the total actual eligible and allowable project costs.

Under the terms of the Grant Agreement, this document is incorporated into and constitutes Amendment No. 1 to the above referenced Grant Agreement. All other terms and conditions of the Grant Agreement remain in full force and effect.

Sincerely,

JULIE A
SELTSAM-WILPS
Julie Seltsam-Wilps
Deputy Director, Airports Division

Digitally signed by JULIE
A SELTSAM-WILPS
Date: 2020.05.12
07:41:20 -04'00'



TOWN OF NORWOOD

Commonwealth of Massachusetts

NORWOOD AIRPORT COMMISSION

Mark P. Ryan, *Chairman*

Michael Sheehan, *Vice Chairman*

John J. Corcoran

BY FED EX

March 20, 2020

Ms. Jean LoGiudice
Airports Program Specialist (AIP)
ANE Airports Division
1200 District Ave.
Burlington, MA 01803

**SUBJECT: OWD Re-locate TW A (partial) and TW D (partial)
AIP No. 3-25-0037-38 — Amendment Request**

Dear Ms. LoGiudice:

This letter serves as a request to amend federal funds for the Norwood TW A and TW D re-location project AIP No. 3-25-0037-38. The grant amendment is based on the need to remove the TW D re-location construction portion of the project due to cost overruns. These overruns were related to the DEP Variance Order and the significant/record rainfall that occurred during construction, requiring the installation of additional erosion control and BMP measures (*see attached: memorandum*).

The original grant is in the amount of \$2,292,298.90 with an FAA share (90%) of \$2,063,069.01. The request to add 10% of the grant amount to cover the cost overruns has an FAA share of \$207,630.39. The total project costs with the requested amendment will be \$2,522,999.33 with an FAA share of \$2,270,699.40 (*see attached: project cost breakdown*).

We hope that the above information is adequate to process the requested amendment. If you should have any questions, please call me.

Very truly yours,



Mark P. Ryan, *Chairman*
Norwood Airport Commission

Cc: *John Merck, FAA; Norwood Airport Commission*

MAR 25 2020



Jeffrey Adler, P.E.
Senior Project Manager

18 Constitution Drive, Suite 8
Bedford, NH 03110
(603) 637-1043
jadler@dubois-king.com

ENGINEERING & PLANNING
PROGRAM MANAGEMENT

MEMORANDUM

TO: John Merck – FAA
Tom Mahoney - MassDOT
Russ Maguire - NAC

RE: Norwood Memorial Airport
Relocate TW A (partial) and TW D (partial)
AIP No. 3-25-0037-38
Change Order #1 Justification

DATE: April 3, 2019

During the construction of Taxiway A, record rainfall occurred during the entire two months of construction causing flooding issues at the airport which raised concerns on a daily basis regarding potential erosion and impacts on wetland resources. The contractor was working in an environment where ground water was at the surface and digging and maneuvering was extremely difficult. The Environmental Monitor required that extensive erosion control and temporary BMP measures be designed and installed in accordance with the Variance Order for the project to prevent any unintended wetland impacts.

As examples, the estimated quantity for silt fence was 1500 LF and 6161 LF was installed; the estimated quantity for straw bales was 650 LF and 1376 LF was installed; the estimated quantity for straw wattles was 40 LF and 839 LF was installed. The site was so wet that construction mats were required to maneuver without rutting and having equipment getting stuck adjacent to wetland areas. The soils were so saturated that riprap was required to be installed to stabilize the subbase prior to installation of

the base course materials. There were days when all that was accomplished was the installation of erosion control measures. During the final week of construction, the Environmental Monitor required that an additional 14,000 SY of erosion control matting be installed to stabilize the site due to continued rain and the onset of winter. This item alone was an additional \$335,000.

The effort to deal with the ongoing rain and erosion control related issues added 30 days to complete Taxiway A. It should be noted that this additional work assured that no unintended wetland impacts occurred and DEP is satisfied with the work completed to date.

In conclusion, while the additional cost to complete Taxiway A is substantial, given the record rain, saturated site conditions and the necessary erosion control measures mandated by the DEP Variance Order, we feel that all parties including the contractor worked diligently to complete the work as timely and cost effectively as possible. We have reviewed the costs for this change order and have determined that they are fair and reasonable.

Final Project Costs**OWD Relocate TW A (partial) and TW D (partial)****AIP No. 3-25-0037-38****Norwood Memorial Airport****December 18, 2019****Line 1. Administrative Expenses**

Independent Fee Estimate	\$ 3,500.00
Administrative expenses : to include, attorney fees (review of contracts), newspaper ads, mailings	\$0.00
Line 1 Total:	\$ 3,500.00

Line 4. Architectural Engineering Basic Fees

TASK	DESCRIPTION	EFFORT (Hours)	TOTAL FEE
	Design - DuBois & King		
1	Design		\$ 204,312.00
	Subtotal		\$ 204,312.00
Line 4 Total:			\$ 204,312.00

Line 6. Project Inspection Fees

TASK	DESCRIPTION	EFFORT (Hours)	TOTAL FEE
	Construction Engineering/Inspection - DuBois & King		
1	Construction Engineering/Inspection		\$ 137,577.05
2	Amendment #1 Environmental Monitoring		\$125,100.00
3	Amendment #2 Resident Inspection		\$ 16,000.00
4	Amendment #3 Add const eng reduce post monitoring		\$ (30,678.00)
	Subtotal		\$ 247,999.05
Line 6 Total:			\$ 247,999.05

Line 11. Construction and Project Improvement

Construction -Total Bid -	\$ 1,944,552.28
Line 11 Total:	\$ 1,944,552.28

Line 13. Miscellaneous

Wetland Impact Fee (ACOE)	\$ 122,636.00
Line 13 Total:	\$ 122,636.00

Line 14. Total**Total Project Cost \$ 2,522,999.33****Line 17. Less: Ineligible Exclusions**

Ineligible \$ -

Line 19. Total Project Amount**FAA Eligible \$ 2,522,999.33****Line 20. Federal Share Requested****FAA Share w/10% grant amendment \$ 2,270,699.40****Line 23. Grantee Share****Town Share (\$60.000) \$ 60.000.00**



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

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.

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.

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.

Attach an 8.5 x 11" sketch showing the location of the project

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	<i>Russ Maguire</i>	5-14-20
AIRPORT COMMISSION CHAIRMAN	<i>Heath</i>	5-19-20
MASSDOT - AERONAUTICS DIVISION DIRECTOR OF AVIATION PLANNING		
MASSDOT - AERONAUTICS DIVISION DIRECTOR OF AIRPORT ENGINEERING		
MASSDOT - AERONAUTICS DIVISION ADMINISTRATOR		

10. MASSDOT - AERONAUTICS DIVISION COMMENTS

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

*Other (Specify) _____

*3. Date Received:

NA

4. Applicant Identifier:

OWD (Norwood Memorial) Norwood, MA

*5b. Federal Entity Identifier:

250037

*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:

08-421-1572

d. Address:

*Street 1: Norwood Memorial Airport

Street 2: 125 Access Road

*City: NORWOOD

County: _____

*State: MA

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: Maguire

Suffix: _____

Title: Airport Manager

Organizational Affiliation:

*Telephone Number: 781-255-5616

Fax Number:

*Email: rmaguire@norwoodma.gov

Application for Federal Assistance SF-424

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

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

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

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

Any purpose for which airport funds may be lawfully used, as found in the Office of Airports Revenue Use Policy, except airport development or land acquisition.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 9

*b. Program/Project:

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

17. Proposed Project:

*a. Start Date: NA

*b. End Date: NA

18. Estimated Funding (\$):

*a. Federal	\$69,000.
*b. Applicant	\$0
*c. State	\$0
*d. Local	\$0
*e. Other	\$0
*f. Program Income	\$0
*g. TOTAL	\$69,000.

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

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

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

☐ Yes ☒ No

If "Yes", provide explanation and attach

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: _____ *First Name: Mark

Middle Name: _____

*Last Name: Ryan

Suffix: _____

*Title: Chairman

*Telephone Number: 781-760-8341

Fax Number:

* Email: mryan@norwoodma.gov

*Signature of Authorized Representative:



*Date Signed: 9.29.20



The TOWN OF NORWOOD

Commonwealth of Massachusetts

Norwood Memorial Airport

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

OFFICE ADDRESS

111 Access Road
Norwood, MA 02062

MAILING ADDRESS

111 Access Road
Norwood, MA 02062

May 1, 2020

Michael O'Brien
17 Sandra Road
East Walpole, MA 02032

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

Dear Michael:

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

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

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

rmaguire@norwoodma.gov
mraymond@norwoodma.gov

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

Sincerely,

Russ Maguire, Manager
Norwood Memorial Airport

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

To the Norwood Airport Commission,

My Name is 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



The TOWN OF NORWOOD

Commonwealth of Massachusetts

Norwood Memorial Airport

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

OFFICE ADDRESS

111 Access Road
Norwood, MA 02062

MAILING ADDRESS

111 Access Road
Norwood, MA 02062

May 1, 2020

Jacob Bennett
127 Tolman Street
Canton, MA 02021

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

Dear Jacob:

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

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

rmaguire@norwoodma.gov
mraymond@norwoodma.gov

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

Sincerely,

Russ Maguire, Manager
Norwood Memorial Airport

CC: Norwood Airport Commission; Norwood Police; Norwood Board of Selectmen

To the Norwood Airport Commission,
My Name is Jacob Bennett, I am a Registered Nurse in a local Emergency Department 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, Mike O'Brien, 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. Mike O'Brien and William Mulvey are both Marine Corps veterans and have been hunting for approximately 15 years. I myself have grown up hunting with my 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.

Jacob Bennett

127 Tolman st
Canton MA 02021
Cell: 617-875-8732



The TOWN OF NORWOOD

Commonwealth of Massachusetts

Norwood Memorial Airport

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

OFFICE ADDRESS

111 Access Road
Norwood, MA 02062

MAILING ADDRESS

111 Access Road
Norwood, MA 02062

May 1, 2020

William Mulvey
6 Bradford Street
South Easton, MA 02375

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

Dear William:

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

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

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

rmaguire@norwoodma.gov

mraymond@norwoodma.gov

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

Sincerely,

Russ Maguire, Manager
Norwood Memorial Airport

CC: Norwood Airport Commission; Norwood Police; Norwood Board of Selectmen

To the Norwood Airport Commission,

My Name is William Mulvey I am local hunter. I 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 Michael O'Brien. We have hunted together for the last 3 years and would like to be considered for approval to hunt for the Airport. Myself and Michael O'Brien are Marine Corps veterans and have been hunting for approximately 15 years. Jake Bennett has grown up hunting with his family in upstate New York. We strictly abide by all rules and regulations set forth by the State of Massachusetts and 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.

William Mulvey

6 Bradford St.

South Easton, Ma. 02375

Cell: 781-812-8208



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



May 4, 2020

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

Re: MassDOT Aeronautics Division Grant Award Notification
Norwood Memorial Airport

Dear Mr. Ryan,

The Massachusetts Department of Transportation (MassDOT), Aeronautics Division is pleased to inform you that a state grant has been awarded to your airport for the following project:

Airport:	<i>Norwood Memorial Airport</i>
Date of Award:	<i>5/04/2020</i>
Project Name:	<i>Purchase Multimodal Vegetation Equipment</i>
Project Number:	<i>2020-OWD-21</i>
Grant Number:	<i>ASMP20OWD21OWDVEGEOP</i>
Grant Amount:	<i>\$193,691</i>
Grant Expiration Date:	<i>6/30/2020</i>

Please sign and return one signed standard contract form and one signed airport grant assurance to MassDOT Aeronautics as soon as possible. Please keep a copy for your files.

If you have any questions concerning this matter, please call me at (617) 412-3690.

Sincerely,

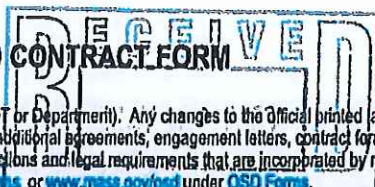
Michael Garrity

Mike Garrity
Environmental Analyst

cc: Airport Manager
file

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

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#: CT DOT 1300 - ASMP200WD210WDVEGEQP	
RFR/Procurement or Other ID Number: 200WDVEGEQP			
<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 Employees (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 <u>Prior</u> 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 Employees (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 new Total if Contract is being amended). \$193,691.00			
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 Multimodal Airfield Mowing Equipment. ASMP-2020-OWD-21			
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 <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date . <input type="checkbox"/> 2. may be incurred as of ____ 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> 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 801CMR 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: 5/8/20 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Mark P. Ryan Print Title: Chairman		AUTHORIZING SIGNATURE FOR MassDOT: X: Jeffrey DeCarlo <small>Digitally signed by Jeffrey DeCarlo</small> Date: 5/13/2020 (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 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employees).

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 contract 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, s. 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 [GL c.4.59](#).

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 [GL c.4.59](#).

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 Secretarial signoff, evidence of Secretarial 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

MASSDOT STANDARD CONTRACT FORM



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 1417](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, s. 39R](#); [G.L. c. 149, s. 27C](#); [G.L. c. 149, s. 44C](#); [G.L. c. 149, s. 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, s. 26](#), [s. 27](#) and [s. 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, s. 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. 118A, 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 11248](#); [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. 12101, 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, sec. 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 189A](#), 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 139. 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 s. 998(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.

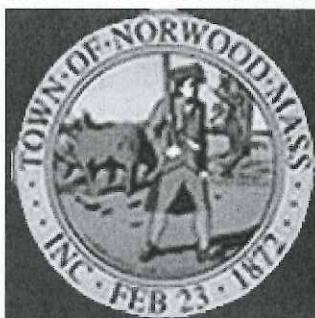
Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (h) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. 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, s. 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.



The Town of Norwood

APPOINTMENT NOTIFICATION

Michael Sheehan

**YOU HAVE BEEN REAPPOINTED TO SERVE ON THE AIRPORT COMMISSION
FOR A THREE YEAR TERM.**

YOUR TERM WILL EXPIRE ON MAY 1, 2023.

**PLEASE REPORT TO THE OFFICE OF THE TOWN CLERK FOR OATH OF
OFFICE TO BE ADMINISTERED AND CERTIFICATE OF APPOINTMENT TO BE
ISSUED.**

BOARD OF SELECTMEN

Aoife A. Kelly
Administrative Assistant

SECTION A - ADVERTISEMENT FOR BID
TOWN OF NORWOOD, MA
781-762-1240 x106 or 107

Sealed bids will be received up to 11:00 A.M. (Verizon time), May 18, 2020, in the Purchasing Department, Norwood Town Hall, 566 Washington Street, 3rd Floor, Norwood, MA 02062 for the following Public Project:

"One New and Unused Marsh Master with Accessories for Norwood Airport"

The Norwood Town Hall building is closed due to COVID-19. Bids are to be mailed via the U.S. Postal Service, Fedex, UPS, or delivered to the Town Hall mailbox located beneath the Town Hall tower at the corner of Nahatan Street and Washington Street. Bids must still be delivered prior to 11:00 A.M. Call 781-762-1240, x106 or x107 to confirm delivery.

The bid opening will be held via GoToMeeting. Marsh Master Bid Opening (Will Be Recorded)
Mon, May 18, 2020 11:00 AM - 12:00 PM (EDT)

Bid Opening - New & Unused Marsh Master
Mon, May 18, 2020 11:00 AM - 12:00 PM (EDT)

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/277787261>

You can also dial in using your phone.

United States: +1 (872) 240-3311

Access Code: 277-787-261

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
<https://global.gotomeeting.com/install/277787261>

The bid opening will be recorded and posted on the Purchasing website:
purchasing.norwoodma.gov. It will also be videoed by Norwood Community Media.

The complete Bid package may be obtained by contacting the Purchasing Department, Norwood Town Hall, 566 Washington Street, 3rd Floor, Norwood, MA 02062 by calling (781) 762-1240, x106 or x107 between the hours of 8:15 A.M. and 4:00 P.M., Monday through Friday or electronically by registering and downloading online at: <https://bids.norwoodma.gov>.

The bid must be filled out and signed as directed herein, sealed in an opaque envelope addressed to the General Manager, endorsed with the name and address of the bidder, and marked, "Marsh Master, CONTRACT NAC-20-01."

A certified check or bid bond, with acceptable surety in favor of the Town of Norwood and equal to at least five percent (5%) of the bid, must be submitted with the bid. The successful bidder shall, within ten (10) days of notification of award furnish the Town a performance bond in an amount equal to one hundred percent (100%) of the bid.

Bids shall be prepared, considered, and the contract awarded in accordance with all statutes governing such contracts (MGL Chapter 30B as most recently amended). Every General Bid shall be on forms furnished by the Town. Bids submitted on other forms may be rejected. The award of the contract shall be made within 30 working days after the opening of General Bids, Saturdays, and Sundays excluded.

An award will not be made to a Contractor who is not properly equipped to undertake and complete the work. The right is reserved to waive any informality and to reject any or all bids in accordance with the provisions of MGL as amended.

The Town of Norwood notifies all bidders that it will affirmatively insure that minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed or national origin in consideration for an award.

The right is reserved to reject any or all bids or to accept any part of a bid or the one deemed best for the Town.

BY: Tony Mazzucco, General Manager

Norwood Record 4/30/20
Goods & Services 5/4/20

Bill To: General Manager's Office
P.O. Box 40
Norwood, MA 02062
ATTN: C. Carney
(781) 762-1240

NAC-20-01 - Marsh Master for Norwood Airport

SECTION E - CONTRACT DOCUMENT AND PRICING PAGE

COMPANY NAME: Coast Machinery LLC
ADDRESS: 10012 Umbelagen Ln Baton Rouge LA 70817
TELEPHONE NUMBER: 225-753-1323
EMAIL ADDRESS: matt@marshmaster.com
FEDERAL TAX ID #: 72-0692503

BID PRICES: You must show your pricing in words and figures.

ITEM #1: Furnish and Deliver One (1) Marsh Master with accessories per above specifications:

One hundred ninety three thousand, six hundred 193,691.00
ninety one dollars WORDS FIGURES

ESTIMATED DELIVERY 60 DAYS AFTER RECEIPT OF ORDER.

To be delivered by June 30, 2020

1 CERTIFICATIONS

- 1.1 Norwood is an Affirmative Action Equal Opportunity Employer. Bidders shall make themselves aware of the existing Affirmative Action laws, policies, and practices before submitting this Bid. Failure to make this confirmation shall not relieve the Bidder of its responsibility.
- 1.2 The undersigned agrees, if awarded the contract, to commence work within ten (10) working days after the award of the contract, and providing suitable performance bond is received by the Purchasing Department within the time specified in this bid.
- 1.3 Acceptance by the Town shall constitute a Contract between the Town of Norwood and the Bidder.
- 1.4 We/I have carefully examined the contract documents and all five sections (A, B, C, D, & E) including any addenda and changes and agree to furnish the item(s), service(s), material(s), supplies, as specified and described in all sections of the Contract Documents.
- 1.5 We/I accept responsibility for confirming with the Purchasing Department, prior to submission of a sealed Bid that all addenda relating to this Bid have been received. Failure to make this confirmation shall not relieve us/me of the responsibility to fulfill the contract.
- 1.6 We/I, the undersigned, certify under penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in the section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- 1.7 By signing this Bid, the contractor shall certify that under penalties of perjury, the signing party has filed all State tax returns and has paid all State taxes required under law.

1.8 The named organizational entity submitting this Bid is (check appropriate line(s)):

Corporation___ Partnership___ Proprietorship LLC ✓
Minority Owned___ Minority Owned___ Woman Owned

1.9 Bidder agrees to provide any warranty information with his/her bid.

1.10 The unit offered must meet or exceed the specifications. Any exceptions must be explicitly stated in writing. Vendor will supply any service manuals pertaining to this vehicle.

1.11 The unit shall be delivered to the Norwood Airport fully equipped in accordance with these specifications.

2 SIGNATURES:

This page must be signed by a(n) individual(s) with authority to commit the Bidding entity to a binding agreement. See Section B, paragraph 3.3. Corporations attach required certification:

COMPANY NAME

Coast Machinery LLC

AUTHORIZED SIGNATURE

[Signature]

PRINT NAME OF AUTHORIZED OFFICIAL

Matt King CEO

ADDRESS:

10012 Umbelagen Ln Baton Rouge LA 70817

TELEPHONE NUMBER

225-753-1323

EMAIL ADDRESS:

MAH.K@marshmaster.com

DATE

4/28/2020

FEDERAL TAX ID #:

72-0692503

A notarized attestation of the signature(s) is required, or in the case of a corporation, attestation by the Secretary of the Corporation with the corporate seal affixed, that the signature is the signature of an officer authorized to bind the corporation to a contractual agreement.

Accepted and Executed on 4/28, 2021 by the Town of Norwood by

Tony Mazzucco, General Manager.

4 CHECK LIST

- ✓ Have you signed and sealed Section E Pricing & Contract Section?
- ✓ Have you signed and attached any contract addenda or changes? N/A
- ✓ Is your Bid Bond enclosed? N/A
- ✓ Are all of your contract exceptions attached? N/A

Michele Sommers Shamburger
Notary Public ID# 10499
East Baton Rouge Parish
My Commission Expires Up-n Death

SECTION D
SPECIFICATIONS
MARSH MASTER FOR NORWOOD AIRPORT

GENERAL:

It is the intent of these specifications to describe and to meet or exceed the following minimal requirements. The unit bid must be a new and unused current production model with factory warranty.

Item #	Quantity	Item Description	Description
1	1	MM-2LX-KC-FH	Marsh Master including Kohler engine, hi/low flow pumps, rear hitch
2	1	MM-2LX Cutter	MM-2-LX Hydraulic driven rotary cutter attachment
3	1	Cab Doors	Cab doors
4	1	MM-2-TRLR ELEC-XL	MM-2XL galvanized fixed and tilt deck trailer with electric brakes (larger trailer for hauling blade buggy)
5	1	MM-2LX Blade	MM-2 ribbed blade
6	1	MM-2LX Rails/Ladder	MM-2LX deck rails with side access ladder
7	1	Deck Liner	Grey bed liner, may include deck inserts and other miscellaneous items
8	1	MM-Buggy Jack	Buggy jack, marsh master
9	1	Radio/Light	2-way radio and amber beacon light
10	1	Delivery	Delivery and in-service training

Delivery

The apparatus shall be delivered to the Norwood Memorial Airport, 111 Access Road, Norwood, MA 02062. Delivery costs shall be included in the total price of the apparatus. Bidders shall include the estimated delivery date on the pricing page.

Post-Delivery Training

On a mutually agreeable date after delivery, a certified technician shall familiarize those persons designated by the Airport manager with the basic operation of the apparatus and its components.

Operator's Manuals

The successful bidder shall provide two copies of an operator's manual upon delivery of the apparatus.



Commonwealth of Massachusetts

April 29, 2020
ADDENDUM #1

GENERAL MANAGER
Tony Mazzucco

ASSISTANT
GENERAL MANAGER
Bernard Cooper

PROJECT: Provide Marsh Master for Airport
Contract #NAC-20-01

OPENING DATE: May 18, 2020 @ 11:00 A.M.

Bidders are hereby informed that plans and specifications for the above mentioned project are modified, corrected, and/or supplemented as follows and that Addendum No. 1 becomes part of the Contract Documents. The following changes are made:

1. Page 1 – Remove the requirement for a 5% check or bid bond. The 100% performance bond is still required.
2. Page 3 – Section 4.2 – Remove the requirement for a 5% security.

Note: No bid bond or security bond is required for this bid. A performance bond in the amount of 100% of the contract price is still required.

Very truly yours,

Catherine A. Carney

Catherine A. Carney
Contract Administrator

THIS FORM IS TO BE SIGNED AND RETURNED WITH YOUR BID

COMPANY NAME: Coast Machinery LLC

AUTHORIZED SIGNATURE: *[Signature]*

PRINT NAME OF AUTHORIZED OFFICIAL: Matt King CFO

ADDRESS: 10012 Umbagog Ln Baton Rouge LA 70817

TELEPHONE #: 225-753-1323 EMAIL ADDRESS: matk@marshmaster.com

DATE: 4/29/2020

Exception Addendum

As of April 29, 2020, our trailer supplier has informed us that, due to the COVID 19, our order for XL trailers that was expected to be delivered in June 2020, is now scheduled to be delivered in August 2020 or possibly September 2020. He has committed to provided identical trailers in feature but instead of galvanized, the trailer would be painted. We can include a painted trailer and deliver the order prior to June 30, 2020 or we can postpone the delivery until our galvanized trailer is delivered in August or September. We apologize for this exception and will work with your decision.

Matt King



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



GRANT ASSURANCES **Norwood Memorial Airport**

Purchase Multimodal Vegetation Equipment
ASMP Project No. # 2020-OWD-21
State Grant No. ASMP20OWD21OWDVEGEOP

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 5/4/2020 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 Multimodal Vegetation Equipment 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 of 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.

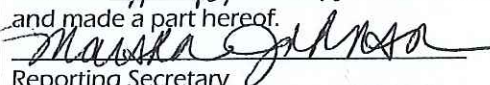
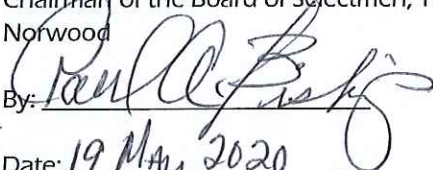
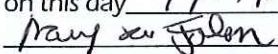
R. Future Grants.

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: <u>5/8/20</u></p>	<p>I hereby certify that <u>Mark Ryan</u> 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 <u>4/23/20</u> 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: <u>19 May 2020</u></p>	<p>I hereby certify that <u>Paul A. Bishop</u> 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 <u>19th May 2020</u>.</p> <p> Town Clerk, Town of Norwood</p>



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.

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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 of 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.


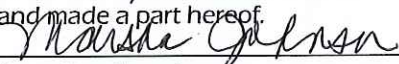
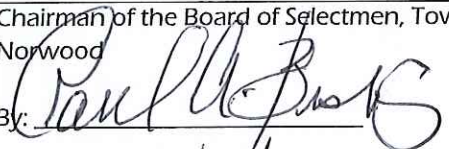
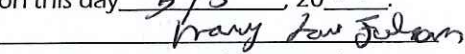
R. Future Grants.

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: <u>4/24/20</u></p>	<p>I hereby certify that <u>Mark Ryan</u> 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 <u>4/23/20</u> 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: <u>5/5/2020</u></p>	<p>I hereby certify that <u>Paul Bishop</u> 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 <u>5/5</u>, 20<u>20</u>.</p> <p> Town Clerk, Town of Norwood</p>



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

FROM Tower Construction Corporation
CONTRACTOR: 10 Southern Industrial Drive
Cranston, RI 02921

VIA ARCHITECT: Fenwick McCredie Architecture, LTD
70 Franklin Street
Boston, MA 02110

APPLICATION NO: 009

PERIOD TO: November 30, 2019

CONTRACT FOR: General Construction

CONTRACT DATE:

PROJECT NOS: / 2225 /

Distribution to:

☒ OWNER

☒ ARCHITECT

☒ CONTRACTOR

☐ FIELD

☐ OTHER

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 1,334,300.00

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) 1,618,088.95

5. RETAINAGE:

a. 5 % of Completed Work 80,904.45
(Column D + E on G703)

b. 5 % of Stored Material 0.00
(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) 80,904.45

6. TOTAL EARNED LESS RETAINAGE 1,537,184.50
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 1,527,546.75
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE 9,637.75

9. BALANCE TO FINISH, INCLUDING RETAINAGE 85,818.27
(Line 3 less Line 6)

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: *[Signature]*
By: *[Signature]*
State of: *Rhode Island*
County of: *Providence*
Subscribed and sworn to before me this *23rd* day of *December* 2019

Notary Public: *[Signature]*
My Commission expires: *09/24/20*

Date: December 23, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on 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 9,637.75
(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: *[Signature]*
By: *[Signature]*
Date: 5/5/20

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: 009
APPLICATION DATE: November 30, 2019
PERIOD TO: November 30, 2019
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	175,300.00	1,645.00	0.00	176,945.00	100.00%	0.00	8,847.25
01-1001	Temp Facilities	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00%	0.00	275.00
01-1002	Dumpsters	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	200.00
01-1003	Temp Protection	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00%	0.00	225.00
01-1310	Bond	31,000.00	31,000.00	0.00	0.00	31,000.00	100.00%	0.00	1,550.00
01-1410	Shop Drawings / Submittal Process	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	200.00
01-1540	Mobilization	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	250.00
01-8080	Demobilize	1,850.00	0.00	0.00	0.00	0.00	0.00%	1,850.00	0.00
01-9000	Final Clean Up	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	100.00
02-4119	Selective Demolition	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	1,250.00
03-3000	Concrete Materials	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	450.00
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	650.00

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User Notes: (389ADA68)

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						
03-3320	Cast Concrete Exterior - Labor	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%	0.00	500.00
03-0513	Concrete Sealer	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	100.00%	0.00	300.00
04-2200	Unit Masonry	0.00	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	0.00	1,000.00	100.00%	0.00	50.00
	Shop Drawings	500.00	500.00	0.00	0.00	0.00	500.00	100.00%	0.00	25.00
	Supervision	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%	0.00	500.00
	Hoisting	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	100.00%	0.00	450.00
	Closeout Documents	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	50.00
	8" Partitions 1st Floor	0.00	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	0.00	7,000.00	100.00%	0.00	350.00
	Labor	15,500.00	15,500.00	0.00	0.00	0.00	15,500.00	100.00%	0.00	775.00
	8: Partitions @ Col. Line E	0.00	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	0.00	9,000.00	100.00%	0.00	450.00
	Labor	19,000.00	19,000.00	0.00	0.00	0.00	19,000.00	100.00%	0.00	950.00
04-4100	Scaffolding	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	100.00%	0.00	325.00
05-1200	Structural Steel	0.00	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	0.00	10,656.00	100.00%	0.00	532.80
	Structural Steel Material and Fab	24,444.00	24,444.00	0.00	0.00	0.00	24,444.00	100.00%	0.00	1,222.20
	Structural Steel Erection	10,700.00	10,700.00	0.00	0.00	0.00	10,700.00	100.00%	0.00	535.00
	Misc. Metals	23,215.00	23,215.00	0.00	0.00	0.00	23,215.00	100.00%	0.00	1,160.75
	Bollards	2,985.00	2,985.00	0.00	0.00	0.00	2,985.00	100.00%	0.00	149.25
05-1000	Steel ReBar - Materials	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00%	0.00	150.00

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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	200.00
06-4000	Millwork	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	300.00
07-1100	Dampproofing & Waterproofing	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00%	0.00	375.00
07-1200	Board Insulation	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	100.00
07-2200	Foam Insulation/Intumescent Coating	13,500.00	13,500.00	0.00	0.00	13,500.00	100.00%	0.00	675.00
07-3000	Roofing- Penetrations	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	250.00
07-3200	Sheet Metal	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	50.00
07-9200	Joint Sealers	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	200.00
08-3100	Access Doors	750.00	750.00	0.00	0.00	750.00	100.00%	0.00	37.50
08-7100	Door Frames & Hardware	35,500.00	35,500.00	0.00	0.00	35,500.00	100.00%	0.00	1,775.00
08-8000	Glazing	25,000.00	20,000.00	5,000.00	0.00	25,000.00	100.00%	0.00	1,250.00
08-9000	Louvers	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	200.00
09-0563	Floor Moisture System	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	500.00
09-2313	Acoustical Plaster	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	500.00
09-2900	Gypsum	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00%	0.00	4,500.00

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD		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)
09-3000	Tile	49,460.00	49,460.00		0.00	0.00	49,460.00	100.00%	0.00	2,473.00
09-5100	Suspended Acoustical Tile Ceiling	52,200.00	52,200.00		0.00	0.00	52,200.00	100.00%	0.00	2,610.00
09-6516	Flooring & Vinyl Base	20,000.00	20,000.00		0.00	0.00	20,000.00	100.00%	0.00	1,000.00
09-8100	Acoustic Insulation	3,500.00	3,500.00		0.00	0.00	3,500.00	100.00%	0.00	175.00
09-9100	Painting	21,800.00	21,800.00		0.00	0.00	21,800.00	100.00%	0.00	1,090.00
10-0100	Digital Image	1,400.00	1,400.00		0.00	0.00	1,400.00	100.00%	0.00	70.00
10-1000	Specialties-Lockers	8,000.00	8,000.00		0.00	0.00	8,000.00	100.00%	0.00	400.00
10-1400	Signage	2,000.00	500.00		0.00	0.00	500.00	25.00%	1,500.00	25.00
10-2813	Toilet & Bath Accessories	4,000.00	4,000.00		0.00	0.00	4,000.00	100.00%	0.00	200.00
10-9990	Fire Extinguishers	1,750.00	1,750.00		0.00	0.00	1,750.00	100.00%	0.00	87.50
10-9995	Defibrillator	3,000.00	3,000.00		0.00	0.00	3,000.00	100.00%	0.00	150.00
12-0100	Ceiling Fans	18,000.00	18,000.00		0.00	0.00	18,000.00	100.00%	0.00	900.00
12-0200	Portable Welding Exhaust	2,500.00	2,500.00		0.00	0.00	2,500.00	100.00%	0.00	125.00
12-1000	Shades	10,000.00	10,000.00		0.00	0.00	10,000.00	100.00%	0.00	500.00
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	362.50

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	50.00
	FP - 1st Floor	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00%	0.00	700.00
	FP - 2nd Floor	43,000.00	43,000.00	0.00	0.00	43,000.00	100.00%	0.00	2,150.00
	Main Riser	7,250.00	7,250.00	0.00	0.00	7,250.00	100.00%	0.00	362.50
22-	Plumbing	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
0001	Permits & Submittals	580.00	580.00	0.00	0.00	580.00	100.00%	0.00	29.00
	Above Grade Rough	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00%	0.00	1,200.00
	Water Piping	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	900.00
	Insulation	5,200.00	5,200.00	0.00	0.00	5,200.00	100.00%	0.00	260.00
	Heat Tracing	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	150.00
	Gas Piping	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	250.00
	Compressed Air System	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	450.00
	Water Heater & Accessories	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	400.00
	Water Meter	800.00	800.00	0.00	0.00	800.00	100.00%	0.00	40.00
	Fixtures & Trim	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	900.00
	Closeouts	1,000.00	0.00	1,000.00	0.00	1,000.00	100.00%	0.00	50.00
23-	HVAC	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
0001	Mobilization	1,120.00	1,120.00	0.00	0.00	1,120.00	100.00%	0.00	56.00
	Demobilize	1,120.00	1,120.00	0.00	0.00	1,120.00	100.00%	0.00	56.00
	Submittals	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	50.00
	Coordination	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	50.00
	Close Outs	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	50.00
	Equipment / Materials	83,696.00	83,696.00	0.00	0.00	83,696.00	100.00%	0.00	4,184.80
	Atco Labor	58,110.00	58,110.00	0.00	0.00	58,110.00	100.00%	0.00	2,905.50
	Sheetmetal	58,900.00	58,900.00	0.00	0.00	58,900.00	100.00%	0.00	2,945.00
	Insulation	31,900.00	31,900.00	0.00	0.00	31,900.00	100.00%	0.00	1,595.00
	Auto Temp Controls	25,744.00	25,744.00	0.00	0.00	25,744.00	100.00%	0.00	1,287.20

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					
	Balancing	2,110.00	2,110.00	0.00	0.00	2,110.00	100.00%	0.00	105.50
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	2,987.50
	Lighting Rough	13,800.00	13,800.00	0.00	0.00	13,800.00	100.00%	0.00	690.00
	Lighting Finish	10,200.00	10,200.00	0.00	0.00	10,200.00	100.00%	0.00	510.00
	Device Rough	13,500.00	13,500.00	0.00	0.00	13,500.00	100.00%	0.00	675.00
	Device Finish	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	500.00
	Distribution Equipment	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00%	0.00	120.00
	Distribution Equipment Install	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00%	0.00	140.00
	Distribution Equipment Feeders	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	100.00
	HVAC Power	13,100.00	13,100.00	0.00	0.00	13,100.00	100.00%	0.00	655.00
	Fire Alarm Equipment	6,845.00	6,845.00	0.00	0.00	6,845.00	100.00%	0.00	342.25
	Fire Alarm Rough	8,700.00	8,700.00	0.00	0.00	8,700.00	100.00%	0.00	435.00
	Fire Alarm Finish	5,800.00	5,800.00	0.00	0.00	5,800.00	100.00%	0.00	290.00
	Communications (Sub)	10,270.00	8,770.00	1,500.00	0.00	10,270.00	100.00%	0.00	513.50
	Communications Rough	3,700.00	3,700.00	0.00	0.00	3,700.00	100.00%	0.00	185.00
	Generator	36,570.00	36,570.00	0.00	0.00	36,570.00	100.00%	0.00	1,828.50
	Generator	29,930.00	29,930.00	0.00	0.00	29,930.00	100.00%	0.00	1,496.50
	Demolition	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00%	0.00	225.00
	Temporary Wiring	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	125.00
		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	38.73
CO #2	CP #2 - Sanitary Excavation	3,099.65	3,099.65	0.00	0.00	3,099.65	100.00%	0.00	154.98
CO #2	CP #3 - Building Leaks RFI	3,821.63	3,821.63	0.00	0.00	3,821.63	100.00%	0.00	191.08

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User Notes:

(359ADAE6)

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)	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
CO #3	CP #7 - RFI 15	3,768.49	3,768.49	0.00	0.00	3,768.49	100.00%	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
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
CO #4	CP #9 - Door Hardware							
CO #4	13	800.84	800.84	0.00	0.00	800.84	100.00%	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
CO #4	CP #13 - Garbage Disposal	396.97	396.97	0.00	0.00	396.97	100.00%	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
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
CO #5	CP #19 PR6 - Alumet Panel	3,877.02	3,877.02	0.00	0.00	3,877.02	100.00%	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
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
CO #6	CP #22 - Shower Changes	1,347.05	1,347.05	0.00	0.00	1,347.05	100.00%	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
CO #6	CP #25 - Power Hand Dryers	1,001.50	1,001.50	0.00	0.00	1,001.50	100.00%	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
CO #7	CP #18 PR5 Compressor Pad	-559.36	-559.36	0.00	0.00	-559.36	100.00%	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
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

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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 #7	CP #26 PR10 Lighting, Hardware, Paint Credit	6,255.29	4,691.47	0.00	0.00	4,691.47	75.00%	1,563.82	234.57
CO #7	CP #27 Safety Disconnect	1,643.20	1,643.20	0.00	0.00	1,643.20	100.00%	0.00	82.16
CO #7	CP #28 Sprinkler Air Compressor	650.03	650.03	0.00	0.00	650.03	100.00%	0.00	32.50
CO #7	CP #29 Garbage Disposal Plumbing	508.52	508.52	0.00	0.00	508.52	100.00%	0.00	25.43
		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	\$1,607,943.95	\$10,145.00	\$0.00	\$1,618,088.95	99.70%	\$4,913.82	\$80,904.45

TO: NORWOOD AIRPORT COMMISSION
FROM: RUSS MAGUIRE, AIRPORT MANAGER
RE: MANAGER'S REPORT: 4/22/20—5/26/20

— Major Projects/Issues—

Comprehensive Crack Seal

On 5/6, with airport management coordination and oversight, MassDOT/Aeronautics completed a comprehensive crack seal and saw-cut/seal project. This work, which was 100% funded by the state, addressed sections of runway 10/28—to include the runway intersection—as well as taxiways C,F and G. A follow-on project in June, also 100% funded by MassDOT, will re-mark this runway and taxiways.

COVID-19 Pandemic

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

Equipment Procurements

In recent weeks, airport management was especially busy coordinating/processing MassDOT contracts and grant assurances for equipment, which included the Marsh Master and battery-powered mower.

CARES Act Grant Application

On 4/30, on behalf of the airport authority, airport management filed an electronic submission of the federal application for assistance (SF 424) to receive the fully entitled \$69,000 in grant monies under the CARES Act grant. No local grant share is required as these monies are 100% funded by the federal government.

— Informational Updates —

Monthly Revenues

From 4/22/20 to 5/26/20, the Airport Manager issued one posting to the Treasurer's office, totaling \$20,155.87 in payments. These revenues are broken down as follows:

REVENUE TYPE	DEPOSIT DATE	AMOUNT	FLN FBO ¹	BEH FBO ²
Land Leases	5/20/20	\$19,167.54	\$19,167.54	\$0
Fuel Flowage Fees	5/20/20	\$988.33	\$988.33	\$0
Aircraft Tie-Down Leases	N/A	N/A	N/A	N/A
Security Badge Fees	N/A	N/A	N/A	N/A
Revolving – Insurance Recovery	N/A	N/A	N/A	N/A
General ³	N/A	N/A	N/A	N/A
Landing Fees	N/A	N/A	N/A	N/A
TOTAL		\$20,155.87	\$20,155.87	\$0

Monthly Fuel Flowage

For the month of April, *Flight Level's* bills of lading for fuel totaled 14,119 gallons. At \$.07/gallon, the Town received \$988.33 in flowage fees.

Air Traffic Count

For the Norwood Airport's April 2020 air traffic reports, see *Attachments A-B*.

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.

4

FAA CONTRACT TOWER - AIRPORT OPERATIONS COUNT RECORD

Facility Name: Norwood

Location: Norwood, MA

Mo. Yr. Location Ident.
0 4 2 0 0 W D

Airport Operations Count

Facility Operating Hours → 1 3 0

ITINERANT														LOCAL				Total Airport Operations
IFR						VFR												
Day	AC	AT	GA	MI	Total IFR Inherent Ops	AC	AT	GA	MI	Total VFR Inherent Ops	Civil	Military	Total Local Ops					
01			5		5		11	3		14				19				
02			4		4		10	2		12	6			22				
03			1		1									1				
04								8		8	40			48				
05			9		9			44		44	40			93				
06			5		5		4	57		61	14			80				
07		1			1		5	36		41	14			56				
08			6		6		1	1		2				8				
09																		
10			1		1			9		9	8			18				
11			7		7			25		25	8			40				
12		2	1		3		2	61		63	14			80				
13																		
14			4		4		7	26		33				37				
15			2		2		9	7		16	14			32				
16			4		4			15		15	2			21				
17			2		2		5	13		18				20				
18			3		3									3				
19			2		2			57		57	12			71				
20		1	3		4			48		48	10			62				
21		1			1		4	6		10				11				
22			6		6		8	2		10				16				
23			7		7		4	45		49	44			100				
24		3	2		5			1		1				6				
25		2	9		11			109		109	68			188				
26		1	7		8			20		20	42			70				
27																		
28			3		3		2	9		11	10			24				
29			8		8		2	40		42	2			52				
30		2	6		8		2	9		11				19				
31																		
Total		13	107		120		76	653		729	348			1197				

FAA CONTRACT TOWER OVERFLIGHT SUMMARY RECORD

Facility Name

Norwood

Location:

Norwood, MA

Mo.

0 | 4

Yr.

2 | 0

Loc Ident.

0 | W | D

OVERFLIGHT COUNT

IFR OVERFLIGHTS						VFR OVERFLIGHTS						Total Overflights
Day	AC	AT	GA	MI	Total	AC	AT	GA	MI	Total		
01							12		2	14	14	
02							4		4	8	8	
03												
04							2			2	2	
05								18		18	18	
06							4	6		10	10	
07							10	6		16	16	
08												
09												
10							4			4	4	
11								8		8	8	
12							4	8		12	12	
13												
14							18	2	6	26	26	
15							4	6		10	10	
16								20		20	20	
17							4	6		10	10	
18												
19								20		20	20	
20							4	2		6	6	
21												
22							4	2		6	6	
23							4	6		10	10	
24							2			2	2	
25							2	14		16	16	
26							2	4		6	6	
27												
28	2				2		8	30		38	40	
29							10	28		38	38	
30							6	6		12	12	
31												
Total	2				2		108	192	12	312	314	

DRAFT ONLY

**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING
April 23, 2020**

In Attendance:

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

Meeting Called to Order: 3:30 PM

NCM is recording this meeting.

PROJECTS

- Technical Master Plan, Jeff Adler, DuBois & King
Ready to schedule a public meeting, either virtual or in public. There are two professional engineering agreements with DuBois & King, waiting review of town counsel.

On a motion by Mr. Corcoran and seconded by Mr. Sheehan, the Commission voted 3/0 to authorize the Chairman to sign the contract for environmental assessment, phase I for taxiway C re-location and paved safety areas, runway 12/35 pending town counsel's satisfactory review.

On a motion by Mr. Corcoran and seconded by Mr. Sheehan, the Commission voted 3/0 to authorize the Chairman to sign the contract taxiway A post-construction monitoring (years 1, 2) pending town counsel's satisfactory review.

Mr. Ryan congratulated Mr. Sheehan for being reappointed to the Norwood Airport Commission for another three-year term.

MINUTES

- 2/12/20 Regular Business Meeting

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

AIRPORT MANAGER'S REPORT

- Mr. Maguire discussed how the ongoing health crisis has changed the way of doing business at the airport. The Board of Health's recommendations have been passed on to the commercially permitted businesses on the airport. Mr. Maguire discussed key points in the Airport Manager's Report.

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

- Flight Level request to remove trees

Trees in question are south to the old Airport Commission offices. There have been issues with branches and leaves clogging the storm drain, and there has been flooding over the years.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 that prior to cutting down the trees, Flight Level present to the Commission a landscape plan for the area.

- Request to hunt on airport

Officer O'Brien requested hunting on the airport with two others, J. Bennett from Canton and Mr. Mulvey from Easton. There are four conditions set forth in the past for hunting on the airport. They are: 1, Norwood Police Chief support the individuals requesting to hunt; 2, All hunting is in observance of all Commonwealth of Massachusetts hunting regulations; 3, The hunter or hunters can only gain access to airport land beyond the security fence by lawful entry. They cannot trespass onto private property; and 4, the hunter or hunters must advise in writing in advance of when they expect to hunt.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 to approve the hunting on the airport with the conditions set forth by the Airport Manager.

- Federal CARES Act, airport grant monies available

The federal government is providing \$100 million to general aviation airport. The Norwood Airport has available up to \$69,000 in grant monies. This is a reimbursement program, and the airport is required to use it for operating expenses on the airport or new development. The eligibility period starts on January 20, 2020. There is no end date.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 to authorize the Chairman to sign the FAA application for assistance once it is received and filled out.

- MassDOT standard contract, battery-powered mower
- MassDOT grant assurances, battery-powered mower

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 to have the Commissioner sign the contract and grant assurances for the 60" Battery-Operated Commercial Mower with solar canopy, AMP Project No. 2020-OWD-20, State Grant No. ASMP20OWD20OWDSUNMOW.

- MassDOT grant application for Marshmaster

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 to have the Commissioner sign the contract and grant assurances for the multimodal vegetation equipment, ASMP Project No. 2020-OWD-21, State Grant No. ASMP20OWD21OWDVEGEQP.

- Tower Construction, payment application #010, phase II fit-out of administration building

On a motion by Mr. Corcoran and seconded by Mr. Sheehan, the Commission voted 3/0 to authorize payment in the amount of \$79,714.84. Local share is \$3,985.74 and MassDOT share is \$75,729.10.

- Tower Construction, payment application #011, phase II fit-out of administration building

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 to authorize payment in the amount of \$6,103.42. Local share is \$305.18 and MassDOT share is \$5,798.25.

- FAA grant application, environmental assessment, phase I for taxiway C re-location and paved safety areas runway 17/35

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 to submit the grant application to the FAA in the amount of \$293,333.30.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 to rescind the previous vote and submit the grant application to the FAA in the amount of \$283,333.30.

- MassDOT grant application, environmental assessment, phase I for taxiway C re-location and paved safety areas, runway 17/35

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 to submit the grant application to MassDOT in the amount of \$283,333.30.

- FAA grant applications taxiway A post-construction monitoring (years 1, 2)

On a motion by Mr. Corcoran and seconded by Mr. Sheehan, the Commission voted 3/0 to submit the grant application to the FAA in the amount of \$49,975.

- MassDOT grant application, taxiway A post-construction monitoring (years 1, 2)

On a motion by Mr. Corcoran and seconded by Mr. Sheehan, the Commission voted 3/0 to submit the grant application to MassDOT in the amount of \$49,975.

- FAA/MassDOT payment request #8 AGIS

On a motion by Mr. Sheehan and seconded by Mr. Sheehan, the Commission voted 3/0 to pay request #8 in the amount of \$23,125.25. Norwood's share is \$1,156.27.

CORRESPONDENCE

- 2/24/20 letter from N. Burlingham, representing Flight Level, to Norwood Airport Commission, requesting authorization to remove 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
- MassDOT standard contract, battery-powered mower
- MassDOT grant assurances, battery-powered mower
- MassDOT grant application, Marshmaster
- 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

- MassDOT grant application, environmental assessment, phase I for taxiway C re-location and paved safety areas, runway 17/35
- FAA grant application, taxiway A post-construction monitoring (years 1, 2)
- FAA/MassDOT payment request #8, AGIS

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted by roll call to adjourn for the purposes of Executive Session for Purpose 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.

Purpose 3 to discuss strategy with respect to litigation if an opening 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., U.S. District Court – Massachusetts Civil Action No 1:15-CV-13647-RGS; and (2) Boston Executive Helicopters v Norwood Airport Commission and Town of Norwood, Federal Aviation Administration Docket No. 16-15-05.

Purpose 6 to consider the purchase, exchange, lease or value of real property if an opening meeting may have a detrimental effect on the negotiating position of the Town – in connection with lots A, B, C lease offer to Flight Level.

To vote on 2/12/20 executive session minutes, and return to regular session for purpose of adjournment only.

Mr. Corcoran: Yes

Mr. Sheehan: Yes

Mr. Ryan: Yes

Adjourned for the purposes for Executive Session at 4:17 p.m.

The Commission returned to Open Session at 4:52 p.m.

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: 4:54 PM