1. Announcements
   a. Chair reviews virtual meeting statement
   b. This Meeting is Being Both Audio & Video Recorded

2. Review and Approve:
   a. Agenda

3. **052720-1** Pavement Markings Project 2020

4. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference

5. **052720-2** MassDOT ASMP Grant Awards & Associated Grant Assurances
   a. Purchase ARFF Foam Cart- $28,864

6. Manager’s Report

7. Commissioner’s Comments

8. Public Comment

Remote Participation
Via Zoom and Youtube
3:00 PM
<table>
<thead>
<tr>
<th>Type</th>
<th>With</th>
<th>Amount</th>
<th>Other Information</th>
<th>Source of Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Amendment</td>
<td>Weston Solutions, Inc.</td>
<td>$38,400</td>
<td>Environmental Consulting Services Site Assessment for Per- and Ployfluoroalkyl Substances Amendment #1 to current Contract to increase scope and funds</td>
<td>Operating</td>
</tr>
<tr>
<td>Contract</td>
<td>Hi Way Safety Systems, Inc</td>
<td>$243,098</td>
<td>Pavement Markings Project 2020 Runways 15-33 and 12-30 Anticipated ASMP MDOT Funding 80% and ACK 20%</td>
<td>Capital</td>
</tr>
<tr>
<td>Pending</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Amendment Number: One

Agreement made this _____ day of ____________, 2020 by the Town of Nantucket, Nantucket Memorial Airport (hereinafter “TOWN”) and Weston Solutions, Inc. (hereinafter “CONTRACTOR”).

WHEREAS, on or about the 14th day of January, 2020, the parties hereto entered into a written contract, copies of which are hereby incorporated by reference; and

WHEREAS, the parties hereto have mutually agreed to modify certain terms of said contract;

NOW THEREFORE, in consideration of mutual benefits, the same previous contract referred to, is hereby modified and changed in the following manner:

Amend Attachment A, Scope of Services. All other wording remains and the information below is added:

- Bottled water delivery
- Monthly IRA status reports to DEP
- Drinking water sampling results letters to residents
- Any contract overruns for scoped items prior to 5/20

Amend Exhibit B, Item A, Maximum Project Amount: Increase the Maximum Project Amount by $38,400 for a new total of Not to Exceed (NTE) $92,050.31

HOWEVER, each and every one of the other provisions and conditions of said previous contract shall be made and remain in full force and effect, and this amendment shall change said contract only so far as specified herein. This project may be subject to budgetary limits, limiting total funds available hereunder.

THIS AMENDMENT shall be effective as of this _____ day of __________, 2020 and shall continue through the 31st day of December, 2022 unless continued by agreement of the parties in writing prior to said termination date.

IN WITNESS WHEREOF, we have hereunto joined in the Agreement as of the date first above written.

WESTON SOLUTIONS, INC.                                  TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT:

Sally Jones                                            Daniel W. Drake, Chairman
Approved as to Funds Available                        Date

Brian E. Turbitt, Director of Municipal Finance,        Or Bob Dickinson, Assistant Town Accountant
Date
CONTRACT

THIS AGREEMENT, made and executed this 15th day of May in the year Two Thousand and Twenty, by and between the Nantucket Memorial Airport Commission, a Commission within the Town of Nantucket, County of Nantucket, in the Commonwealth of Massachusetts, being herein termed the OWNER, party of the first part, and Highway Safety Systems herein after termed the CONTRACTOR, party of the second part;

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, (General Provisions pages GP-1 to GP-68), and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the following work to:

“PAVEMENT MARKING PROJECT 2020 (RUNWAY 15-33 AND 12-30)”

ASMP No. TBD

at the Nantucket Memorial Airport, Nantucket, Massachusetts.

herein after called the PROJECT, for the Contract Bid Price recorded in the PROPOSED SCHEDULE OF PRICES*, and all extra work in connection therewith, under the terms as stated in the Performance, Labor and Material Bonds and the General Provisions; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said PROJECT in accordance with the conditions and prices stated in the Invitation to Bid, Instructions to Bidders, Bid Proposal, General Provisions and Documents, Contract Drawings, Specifications and Addenda; all of which are made a part hereof and collectively evidence and constitute the Contract.

THE CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" by the OWNER and to fully complete the project within:

15 CALENDAR DAYS

(for any combination of bid alternates awarded)

consecutive thereafter; and the CONTRACTOR represents that he has informed himself fully in regard to all conditions pertaining to the place where the work is to be done and other circumstances affecting the work; and

That the OWNER shall pay (as may prove convenient under the OWNER’S system of monthly audit and payment of bills) and the CONTRACTOR shall receive as full compensation for fulfilling everything required of the CONTRACTOR under this Contract $243,098.00

(Full compensation for fulfilling everything required of the Contractor under the Bid Proposal).

Signed, sealed and delivered to the OWNER on the day and year first above written.

C-1
**NANTUCKET MEMORIAL AIRPORT COMMISSION**

Signature: ____________________________  Attested ____________________________
By: Chairman ____________________________________________________________

Signature: ____________________________
By: Vice Chair __________________________________________________________

Signature: ____________________________
By: Commissioner ______________________________________________________

Signature: ____________________________
By: Commissioner ______________________________________________________

TOWN OF NANTUCKET

By: ____________________________________________  Attested _________________
By: Town Finance Director

**CONTRACTOR**

By: ____________________________  Attested ____________________________
Kathy DeLong  Title President

(Print name and title of person from the Contractor’s who is executing the contract)

** Execute acknowledgment of the officer or agent of the officer or agent of the Contractor who signs this document. Use proper form on next page.

Approved as to Form
By: ____________________________

Attorney for the ____________________________ of ____________________________

C-2
ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION:

State of MA )
County of Plymouth ) SS:

On this 15 day of May, 2020, before me personally came and appeared Kathy DeLong to me known, who, being by me duly sworn, did depose and say to me that he resides at ________________, that he is the President of Hiway Safety Systems, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

(Seal) /s/ Kathleen M. McGann
Notary Public
ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP:

State of ____________________________ )
County of __________________________ ) SS:

On this __________________________ day of __________________________, 2020 before me personally came and appeared __________________________ to me known and known to me to be done of the members of the firm of __________________________, described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal) __________________________

Notary Public
ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL:

State of ______________________ )
County of ______________________ ) SS:

On this ______________________ day of ______________________, 2020, before me personally came and appeared ______________________, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

(Seal) _________________________
Notary Public
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

That, Hi-Way Safety Systems, Inc., an individual, a partnership, a corporation organized under the laws of the Commonwealth of Massachusetts, having a usual place of business at 9 Rockview Way, Rockland MA 02370, as Principal, and Aspen American Insurance Company, a corporation organized under the laws of the State of Texas which company is authorized to transact business of suretyship in the Commonwealth of Massachusetts and has a usual place of business in Rocky Hill, CT, Massachusetts, as Surety, are holden and stand firmly bound and obligated unto the Town of Nantucket acting through the Nantucket Memorial Airport Commission, as Obligee, in the sum of Two Hundred Forty Three Thousand Ninety Eight and 00/100ths dollars ($243,098.00), lawful money of the United States of America, for payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves and each of us our heirs, executors, administrators, successors, and assigns by these presents.

WHEREAS, the said Principal has pursuant to a written proposal, accepted by the Nantucket Memorial Airport Commission entered into Contract with said Obligee, dated ____________, 2020, a copy of which Contract is attached hereto and by reference made a part hereof. Pavement Marking Project 2020

NOW, THEREFORE, THE CONDITION of this obligation is such that if said principal shall well and truly pay for all labor performed or furnished and materials used or employed therein, including lumber so employed which is not incorporated therein and is not wholly or necessarily consumed or made so worthless as to use its identity but only to the extent of its purchase price less its fair salvage value and including also any material specifically fabricated at the order of the contractor or subcontractor for use as a component part of said public work so as to be unsuitable for use elsewhere, even though such material has not been delivered and incorporated into the public work, but only to the extent of its purchase price less its fair salvage value and only to the extent that such specially fabricated material is in conformity with the Contract, Plans, and Specifications or any changes therein duly made; for payment of transportation charges, for materials used or employed therein which are consigned to the Contractor or a subcontractor who has direct contractual relationship with the Contractor; for payment by such Contractor and subcontractors of any sums due for the rental or hire of vehicles, steam shovels, rollers propelled by steam or other power, concrete mixers, tools and other appliances and equipment employed in such construction; for payment of transportation charges directly related to such rental or hire; and for payment by such contractor and subcontractors of any sums due trustees
or other persons authorized to collect such payments from the Contractor or subcontractors based upon the labor performed or furnished as aforesaid for health and welfare plans, supplementary unemployment benefit plans and other fringe benefits which are payable in cash and provided for in collective bargaining agreements between organized labor and the Contractor or subcontractors and provided that any such trustees or other persons authorized to collect such payments for health and welfare plans, supplementary unemployment benefit plans and other fringe benefits shall, subject to certain statutory provisions contained in Massachusetts General Laws, as amended, be entitled to the benefit of the security only in an amount based upon labor performed or furnished as aforesaid for a maximum of one hundred and twenty consecutive calendar days, this obligation shall be void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration of, or addition to the terms of the Contract or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such extension of time, alteration of or addition to the terms of the Contract or to the Specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to this bond this day of May, 2020.

WITNESS:

Hi-Way Safety Systems, Inc. (SEAL)
Name of Principal

By:

Kathy DeLong
President

WITNESS:

Aspen American Insurance Company (SEAL)
Name of Surety

By: Victoria Parkerson, Attorney-in-Fact

Power of Attorney for person signing for the Surety Company must be attached.
LABOR AND MATERIALS BOND
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ron Beaudoin, certify that I am the CEO of the corporation named as Principal in the within Bond; that Kathey De Long who signed the said Bond on behalf of the Principal was then President of said corporation; that I know his signature and his signature is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

May 18, 2020.

[Signature]

Corporate Seal
LABOR AND MATERIALS BOND

INDIVIDUAL CERTIFICATE

State of ___________________________ )
 ) SS:
County of ___________________________ )

On this ___________________________ day of ___________________________ , 2020, before me personally appeared ___________________________ , known to me and known by me to be the person who executed the above instrument, who, being by me first sworn, did depose and say that he is the owner of the firm, ___________________________ ; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the
County of ___________________________,
State of ___________________________.
LABOR AND MATERIALS BOND
PARTNERSHIP CERTIFICATE

State of ___________________________________ )

) SS:

County of ___________________________________ )

On this ______________________ day of ______________________, 2020, before me personally
appeared ___________________________________, known to me and known by me to be the person who executed
the above instrument, who, being by me first sworn, did depose and say that he is a general partner in the firm
of, ____________________________________; and that he executed the foregoing instrument on behalf
of said firm for the uses and purposes stated herein.

Notary Public in and for the
County of ___________________________________,
State of ___________________________________
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, ___ Hi-Way Safety Systems, Inc. ______, an individual, a partnership, a corporation organized under the laws of the Commonwealth of Massachusetts, having a usual place of business at ___ Rockland _______, as Principal, and ___ Aspen American Insurance Company _____ a corporation organized under the laws of the ___ State ___ of ___ Texas ________ which company is authorized to transact business of suretyship in the Commonwealth of Massachusetts and has a usual place of business in ___ Rocky Hill CT ___, Massachusetts, as Surety, are holden and stand firmly bound and obligated unto the Town of Nantucket acting through the Nantucket Municipal Airport Commission, as Two Hundred Forty Three Thousand Obligee, in the sum of Ninety Eight and 00/100ths ___ dollars ($98,243.00), lawful money of the United States of America, for payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves and each of us our heirs, executors, administrators, successors, and assigns by these presents.

WHEREAS, the said Principal has pursuant to a written proposal, accepted by the Nantucket Municipal Airport Commission, entered into Contract with said Obligee, dated ___ Pavement Marking Project 2020 _____________, 2020, a copy of which Contract is attached hereto and by reference made a part hereof.

NOW, THEREFORE, THE CONDITION of the obligation is such that, if the said Principal shall well and truly keep and perform all of the agreements, terms, and conditions of said contract on his part to be kept and performed or furnished, this obligation shall be void; otherwise, it shall remain in full force and effect. And the said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration of, or addition to the terms of the Contract or the Specifications accompanying the same in any way effect its obligations on this bond, and it does hereby waive notice of any such extension of time, alteration of, or addition to the terms of the Contract or to the Specifications.
IN WITNESS WHEREOF, we have hereunto set our hands and seals to this bond this 
18 day of May 2020.

WITNESS:

Hi-Way Safety Systems, Inc. (SEAL)
Name of Principal
Kathy DeLong
President

By: ____________________________

WITNESS:

Aspen American Insurance Company (SEAL)
Name of Surety
By: ____________________________
Victoria P. Parkerson, Attorney-in-Fact

Power of Attorney for person signing for the Surety Company must be attached.
PERFORMANCE BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ron Braudin, certify that I am the CEO of the corporation named as Principal in the within Bond; that Kathy DeLong who signed the said Bond on behalf of the Principal was then President of said corporation; that I know his signature and his signature is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

May 18, 2020.

Corporate Seal
PERFORMANCE BOND

INDIVIDUAL CERTIFICATE

State of ___________________________ )
) SS:
County of ___________________________ )

On this ___________________ day of ___________________, 2020, before me personally appeared ________________________, known to me and known by me to be the person who executed the above instrument, who, being by me first sworn, did depose and say that he is the owner of the firm, ________________________; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the
County of ___________________________,
State of _____________________________

C-14
PERFORMANCE BOND

PARTNERSHIP CERTIFICATE

State of __________________________ )
) SS:
County of __________________________ )

On this __________________________ day of __________________________, 2020, before me personally appeared __________________________, known to me and known by me to be the person who executed the above instrument, who, being by me first sworn, did depose and say that he is a general partner in the firm of, __________________________; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the
County of __________________________,
State of __________________________
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Woodrow M. Baird; Richard A. Leveroni; Russell M. Canterbury; Steven E. Susanin; Jessica L. Piccirillo; Kathleen M. Flanagan; Diane Moraski; Adam Martin and Victoria P. Parkerson of Alliant Insurance Services, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed. This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppl, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin W. Gillen, Senior Vice President, Mathew Rainey, Senior Vice President, Ryan Field, Senior Vice President; Timothy P. Griffin, Vice President, Casey Sullivan, Vice President, Keith Flannery, Vice President, Mary R. Duroso, Vice President, Frank Campigliani, Vice President, Ray Philpott, Assistant Vice President and Lucas Lomax, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 22nd day of February, 2019

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Aspen American Insurance Company

Kevin Gillen, Senior Vice President

On this 22nd day of February, 2019 before me personally came Kevin Gillen, to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber
Notary Public
My Commission Expires May 31, 2021

CERTIFICATE

I, the undersigned, Kevin Gillen, of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this ___ day of May, 2020

By: Kevin Gillen, Senior Vice President

Name: Kevin Gillen, Senior Vice President

* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com

Bond No. SU61765
The Massachusetts Department of Transportation Aeronautics Division this ____________ day of ____________, Two Thousand and Twenty, approves this Contract between the Nantucket Memorial Airport Commission and ______________________ in the amount of $_______________ to

"PAVEMENT MARKING PROJECT 2020 (RUNWAY 15-33 AND 12-30)"
ASMP No. TBD
at the Nantucket Memorial Airport, Nantucket, Massachusetts.

This Contract is based upon the Drawings and Specifications approved by the Massachusetts Department of Transportation Aeronautics Division on the ____________ day of ____________, Two Thousand and Twenty.

This approval is granted in accordance with Section 51K, Chapter 90, of the General Laws, as amended, and in no way makes the Massachusetts DOT Aeronautics Division a party to the contract or is to be considered as a commitment of funding unless so voted by the Massachusetts DOT Aeronautics Division. This approval will in no way interfere with the right of either principal thereunder.

Dr. Jeffrey DeCarlo, Administrator
Massachusetts DOT Aeronautics Division
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/docs/under Guidance For Vendors - Forms or www.mass.gov/docs/under OSD Forms.

CONTRACTOR LEGAL NAME: Town of Nantucket
Legal Address: (W-9, W-4,T&C): 18 Broad St. Nantucket, MA 02554
Contract Manager: Thomas LaBrie
E-Mail: trafter@nantucketairport.com
Phone: 508-325-5303 Fax: 508-325-5306
Contractor Vendor Code: VZ6000191889
Vendor Code Address ID (e.g. “AD001”): AD001
(Note: The Address ID must be set up for EFT payments.)

DEPARTMENT NAME: Massachusetts Department of Transportation
MARS Department Code: DOT
Business Mailing Address: 1 Harborside Drive, Ste.205N, East Boston, MA 02128
Billing Address (if different):
Contract Manager: Nathan Rawding
E-Mail: Nathan.rawding@dot.state.ma.us
Phone: 617-412-3636 Fax: 617-412-3679
MMARS Doc UID: C1 U01 1390 - ASM28ACKZ2ACKHUMGRK
RFR/Procurement or Other ID Number: 28ACKFOMCRT

X__ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)
__ Statewide Contract (OSD or an OSD-designated Department)
__ Collective Purchase (Attach OSD approval, scope, budget)
X Department Procurement (includes State or Federal grants $15 CMR 2.00)
(Attach RFR and Response or other procurement supporting documentation)
__ Emergency Contract (Attach justification for emergency, scope, budget)
__ Contract Employee (Attach contract approval, scope, budget)
__ Legislative/Other or Other (Attach authorizing language/justification, scope and budget)

X__ CONTRACT AMENDMENT

Enter Current Contract End Date Prior to Amendment: X 20__
Enter Amendment Amount: $ ------- (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)
__ Amendment to Scope or Budget (Attach updated scope and budget)
__ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
__ Contract Employees (Attach any updates to scope or budget)
__ Legislative/Other 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.

__ MassDOT Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check One Only): 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.
__ 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.)
X__ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). $28,864.00

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 ARRF Foam Cart. ASMP-ACK-2020-22.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
X__ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
__ 2. may be incurred as of ___ 20__ a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
__ 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 06/30/2020 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 Contract Certifications (incorporated by reference if not attached herein) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor’s Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in better value, lower costs or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X__
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Daniel W. Drake
Print Title: Chairman

AUTHORIZING SIGNATURE FOR MassDOT:

X__
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Jeffrey DeCarlo
Print Title: Administrator

(Updated 3/21/2014) Page 1 of 5
The following instructions and terms are incorporated by reference and apply to all standards that appear under a hyperlink 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 DBIA):** 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 has a “doing business as” (dbia) name, BOTH the legal name and the “dbia” name must appear in this section.

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

**Contractor, Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered “Key Personnel” and may not be changed without the prior written approval of the Department. If the Contract is posted on CONBUY, the name of the Contractor Manager must be included in the Contract on CONBUY. Contractor also has a “doing business as” (DBA) name, BOTH the legal name and the “DBA” name must appear in this section.

**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 Vendor Code documents match the state accounting system.

**Vendor Code Address ID:** Enter the legal address of the Vendor Code Address. This information should be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Information received by the Contractor will be confirmed by the Contractor with actual receipt through the listed address, fax number(s) or electronic mail address will match 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 Vendor Code documents match 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 Contractor 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 Department’s Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for legal notice under the Contractor.

**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/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 (ODS or an ODS-designated Department):** Check this option for a Statewide Contract under ODS, or by an ODS-designated Department.

**Collective Purchase approved by ODS:** Check this option for Contracts approved by ODS 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 CMP 2.00 and State Grants and Federal Subgrants Policy, Departmental Mater Agreements (MA) if multi-Department user Contract, identified as 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.

**CONTRACT AMENDMENT (Right Side of Form):**

Complete this section for any Contract being renewed, amended or to continue a lapsing Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doi 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/Price: 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 601 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in better 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. Supporting documentation must be attached to explain and justify the exemption.

**MASSDOT TERMS AND CONDITIONS:**

The MassDOT Terms and Conditions has been executed by the Contractor and is

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MASSDOT STANDARD CONTRACT FORM

Incorporated by reference into this Contract. This Form is signed only and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9a 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 the 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 payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A) or only an exemption for reimbursement. Enter "Multi Department Use" if other Department can use 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 initial 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 payments that do 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 (e.g. “FY2012” or “FY2012-14”), Identify settlements or other exceptions and attach more detailed justification and supporting documentation. Enter “Multi Department Use” if other Department can use 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 initial 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 payments that do 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.

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) (e.g. “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 is not due for payment or when the Contract includes obligations that 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 some encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c. 4, § 5.

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 this 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 fiscal law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c. 4, § 5.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization and the Contractor Authorized Signatory Listings 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 approved under an Annual Budget or Supplemental Budget (SB). A Department may not contract for performance to be delivered to or by another state department without specific legislative authority (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment 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 reasonably developed with Contract funds. A Department may not relinquish any 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 to the State that it 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 c.11, s.12 as amended (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 cannot claim confidentially or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to an alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor’s own

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

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commercial and Service Contracts 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’s Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department’s determination of performance delivered and accepted. The Contractor’s acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. If budgetary funds revert due to the Contractor’s failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

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

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

Tax Law Compliance. The Contractor certifies under the pain and penalties of perjury tax compliance: state tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E; withholding and remitting child support including G.L. c. 119A, s. 17; IRS 62-11 New Independent Contractor Provisioning and applicable IRS.

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 with which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disclosure of personal and financial data or information under G.L. c. 66A, § 1.

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 full 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, disclosure, 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. 38.

Corporate and Business Filings and Reports. The Contractor certifies compliance with all applicable state and federal laws or regulations including but not limited to G.L. c. 17, §§ 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 17, §§ 1 (Prevailing Wages for Contractors for Meat Products and Clothing articles); § 17, (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 (Unlawful Discrimination); G.L. c. 151B (Business Discrimination); G.L. c. 152 (Workers’ Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal 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, § 794; 29 USC c. 16, § 791; 29 USC c. 14, § 603; the 42 USC c. 42, 410, (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Communications Accommodations Law G.L. c. 227, s. 92A; G.L. c. 227, s. 98 and 98A, Massachusetts Constitution Article CVIX and G.L. c. 53, s. 103; 47 USC c. 5, s. 20, Part II, s. 255 (Telecommunication Act); Chapter 145, Section 105D, G.L. c. 151C, G.L. c. 227, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related guidelines and guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCD and MCD 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 COMMBUY’S 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 Manditory Specifications and the IT Acquisition Accessibility Contract Language is incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the UO, UO2, UO3, UO4, UO5, UO6, UO7, UO8, UO9, UO10, UO5, UO6, and G.O. 108 object codes in the Expanded Classification Handbook or other Contracts as approved by CIT or CSD.

Pursuant to Section 11, Indemnification of the Massachusetts term “other damages” shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, 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. First, 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

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paticular 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.
GRANT ASSURANCES
Nantucket Memorial Airport
Purchase ARFF Foam Testing Cart
ASMP Project No. # 2020-ACK-22
State Grant No. ACKFOMCRT

A. Definitions

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.

2. "Airport" shall mean the Nantucket 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 Nantucket Airport Commission with members appointed by the Town Council, as appropriate pursuant to Section 51 E of Chapter 90 of the General Laws.

4. "Town" shall mean the Town of Nantucket.

5. "FAA" shall mean the Federal Aviation Administration.

6. "Grant" shall mean the Grant Agreements dated 1/27/2020 as amended by these Grant Assurances by and between the Aeronautics Division, the Airport Commission and the Town of Southbridge.

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 ARFF Foam Testing Cart 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.

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 Nantucket.

1. Notwithstanding any powers that may be granted to the Town Council of Nantucket 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 Town Council 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 Town Council 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 Town Council 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 Town Council 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 Town Council 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 Town Council 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 Town Council 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 Town Council 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 Town Council (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 Nantucket 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:

<table>
<thead>
<tr>
<th>Nantucket Airport Commission</th>
<th>I hereby certify that Daniel O'Keefe is the Chairman of the Nantucket Airport Commission and was authorized to execute these Grant Assurances on behalf of the Nantucket Airport Commission by a vote taken on 8/13/19, a copy of which is attached and made a part hereof.</th>
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<tbody>
<tr>
<td>By:</td>
<td>__________________________________________________________________---------------------------------------------------------------------------------------------------------------------------</td>
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<tr>
<td>Title: Chairman</td>
<td>__________________________________________________________________---------------------------------------------------------------------------------------------------------------------------</td>
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<tr>
<td>Date: May 14, 2020</td>
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<tr>
<th>Chairman of the Board of Selectmen, Town of Nantucket</th>
<th>I hereby certify that ___________________________ is the Chairman of the Board of Selectmen for the Town of Nantucket and has been authorized to execute these Grant Assurances on behalf of the Town of Nantucket on this day _______________ 20_____</th>
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