



## The TOWN OF NORWOOD

Commonwealth of Massachusetts

### NORWOOD AIRPORT COMMISSION

Mark P. Ryan, *Chairman*

Michael Sheehan, *Vice Chairman*

John J. Corcoran

### **NORWOOD AIRPORT COMMISSION**

#### **POSTING**

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

**DATE:** Wednesday, August 12, 2020

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

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

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

## MEETING AGENDA

### 1. PROJECTS

- AIP project update: *DuBois & King*

### 2. MINUTES

- 7/15/20 regular business meeting
- 7/29/20 regular business meeting

### 3. AIRPORT MANAGER'S REPORT

### 4. OLD BUSINESS

- West apron, DC-3 apron

### 5. NEW BUSINESS

- FAA payment request #1 for AIP No. 3-25-0037-039-2020: post-construction monitoring, years 1 and 2
- Engineering contract with *DuBois & King*: environmental assessment of taxiway C re-location

### 6. CORRESPONDENCE:

- Agreement for professional engineering services: environmental assessment, phase 1, for taxiway C re-location and runway 17/35 paved safety areas
- FAA payment request #1 for AIP No. 3-25-0037-039-2020 (post construction monitoring, years 1 and 2)
- 8/4/20 letter to M. Ryan, of NAC, from J. Seltsam-Wilps, of FAA Airports Division, re: grant close-out for AIP No. 3-25-0037-038-2018
- 7/14/20 letter from Town-wide Facilities, to R. Maguire
- 7/2/20 Runway Safety Action Plan
- Audio transcript of 7/4/20 overflight complaint

### 7. EXECUTIVE SESSION

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

- 7/15/20 executive session minutes

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

**Norwood Airport Commission, Regular Business Meeting**

**Wed, Aug 12, 2020 3:30 PM - 4:00 PM (EDT)**

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**AIRPORT COMMISSION MEETING  
REGULAR BUSINESS MEETING**

July 15, 2020

**DRAFT ONLY**

**In Attendance:**

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

**Meeting Called to Order: 3:48 PM**

**NCM is recording this meeting.**

**PROJECTS**

- AIP Project update, DuBols & King, Jeff Adler  
The Technical Master Plan presentation was last month, and conditionally approved. There is one item that Counsel is reviewing, but for the most part it is as voted on. The Ultimate ALP has been submitted for review by the Commission. Once it is approved by the Commission the ALP drawing will be signed by the Commission and forwarded to MassDOT and FAA for approval. That will close out the Technical Master Plan.

The Commission got a grant from FAA for post-construction monitoring. That will be going on for the next two years.

**MINUTES**

- 6/17/20 Regular Business Meeting

On a motion by Mr. Corcoran and seconded by Mr. Ryan, the Commission voted 2/0 by roll call to approve the minutes.

Mr. Ryan: Yes

Mr. Corcoran: Yes

**AIRPORT MANAGER'S REPORT**

- Mr. Maguire let the written report stand.

The first job meeting for the hangar construction for Lot A, B, C will be on Friday.

**OLD BUSINESS**

- Commercial permits, FY 2021

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve the FY 2021 renewal commercial permit applications for Flight Level Norwood, LLC; Boston Executive Helicopters, LLC; Aerial Productions, LLC; Blue Hill Helicopters, LLC.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes



On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve the FY 2021 renewal commercial permit application for H. B. Holdings, LLC, d/b/a Norwood Air with the waiver allowed.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

## **NEW BUSINESS**

- FAA Grant Offer; post-construction monitoring, years 1 and 2

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to accept FAA grant offer providing funding for post construction monitoring for two years for the Taxiway A project. The maximum obligation is \$49,974.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- MassDOT Change Order No. 2, administration building

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve MassDOT change order No. 2 in the amount of \$4,776.67.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- MassDOT final payment voucher (amended for architectural fees), administration building

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve payment voucher #14 in the amount of \$3,027.47.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- MassDOT standard contract, FY 2021, administration building

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to update the MassDOT Standard Contract in the amount of \$82,123.90 and to authorize the Chairman to sign it.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes.

- Airport layout plan drawing, final approval

DuBois & King will provide the drawing to the Commission prior to the next meeting.

- Coast Machinery, LLC – invoice #19914/MassDOT payment voucher – Marsh Master

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to pay Coast Machinery, LLC the sum of \$193,691, which is 100% covered by MassDOT.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- West apron, DC-3 apron

Both aprons have been vacant since April 2019. This is close to 88,000 square feet of prime real estate, \$44,000 in revenue that is not realized.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to have the Airport Manager reach out to former tenants, and to direct counsel, Mr. Maguire and Mr. Ryan draft an RFP that mirrors the lease offering that was put out to Boston Executive Helicopter.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

#### **CORRESPONDENCE**

- FAA grant offer, post-construction monitoring (3-25-0037-039-2020)
- ATCO HVAC service agreement for administration building
- MassDOT grant project: Coast Machinery, LLC, invoice #19914: Marsh Master
- MassDOT final payment voucher #14, amended, administration building
- MassDOT standard contract, for administration building costs to be covered by FY 2021
- MassDOT change order #2, for additional clerk of the works costs, administration building
- Flight Level 6-24-20 letter with two exhibits, in response to TMPU presentation

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to have audio correspondence that was received be transcribed and placed in next month's packet for review by the Commission.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to adjourn for the purposes of Executive Session for Purpose 3 to discuss strategy and obtain advice of counsel with respect to potential litigation against I.W. Harding Construction Co., Inc. in connection with the project known as AIP No. 3-25-0037-38, if an open meeting may have a detrimental effect on the litigating position of the Norwood Airport Commission.

Purpose 3 to discuss strategy with respect to litigation if an opening meeting may have a detrimental effect on the litigating position of the Norwood Airport Commission: (1) Boston Executive Helicopters, LLC v. Town of Norwood et al., U.S. District Court – Massachusetts Civil

Action No 1:15-CV-13647-RGS; and (2) Boston Executive Helicopters v Norwood Airport Commission and Town of Norwood, Federal Aviation Administration Docket No. 16-15-05.

To vote on 6/17/20 executive session minutes.

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

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

Adjourned for the purposes for Executive Session at 4:21 p.m.

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

**MEETING ADJOURNED: 4:38 PM**



**DRAFT ONLY**

**AIRPORT COMMISSION MEETING  
REGULAR BUSINESS MEETING  
July 29, 2020**

**In Attendance:**

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

**Meeting Called to Order: 3:36 PM**

**NCM is recording this meeting.**

**OLD BUSINESS**

- Airport layout plan drawing, Jeff Adler, DuBois & King  
The document is the result of the recently approved technical master plan update and will go to the FAA. This will allow the Airport to continue receiving grants from the FAA and MassDOT.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to accept the Norwood Memorial Airport Ultimate Airport Layout Plan dated May 2020.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

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

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

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

**MEETING ADJOURNED: 3:42 PM**



ENGINEERING • PLANNING • DEVELOPMENT • MANAGEMENT

August 5, 2020

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

SUBJECT: Norwood Memorial Airport  
AIP No. 3-25-0037-039-2020 Post Monitoring Years 1 and 2  
FAA Payment Request No. 1

Dear Mr. Maguire:

Attached please find copies of FAA Pay Request No. 1 for the above referenced project. The payment request includes DuBois & King, Inc. invoice no 720204.

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

FAA	\$ 17,443.85
Total	\$ 17,443.85

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

	Total Invoice	FAA	MassDOT	OWD
Sponsors Administration Costs	\$ .00	\$ .00	\$ .00	\$ .00
DuBois & King, Inc.	\$17,443.85	\$17,443.85	\$ .00	\$ .00
Total Recommended Payments	\$17,443.85	17,443.85	\$ .00	\$ .00

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

Very truly yours,  
DuBOIS & KING, INC.

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

<b>REQUEST FOR ADVANCE OR REIMBURSEMENT</b>	<b>1. TYPE OF PAYMENT REQUESTED</b>	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT	<b>2. BASIS OF REQUEST</b>  <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL
		b. "X" the applicable box <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL	
<b>3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED</b> <div style="border: 1px solid black; padding: 2px;">FAA</div>		<b>4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY</b> <div style="border: 1px solid black; padding: 2px;">3-25-0037-039-2020</div>	
<b>5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST</b> <div style="border: 1px solid black; padding: 2px;">1</div>	<b>6. EMPLOYER IDENTIFICATION NUMBER</b> <div style="border: 1px solid black; padding: 2px;">04-6001254</div>	<b>7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER</b> <div style="border: 1px solid black; padding: 2px;"></div>	
<b>8. PERIOD COVERED BY THIS REQUEST</b> From: <div style="border: 1px solid black; padding: 2px;">10/01/2019</div> To: <div style="border: 1px solid black; padding: 2px;">07/30/2020</div>			
<b>9. RECIPIENT ORGANIZATION</b> Name: <div style="border: 1px solid black; padding: 2px;">Norwood Airport Commission</div> Street1: <div style="border: 1px solid black; padding: 2px;">125 Access Road</div> Street2: <div style="border: 1px solid black; padding: 2px;"></div> City: <div style="border: 1px solid black; padding: 2px;">Norwood</div> County: <div style="border: 1px solid black; padding: 2px;"></div> State: <div style="border: 1px solid black; padding: 2px;">MA: Massachusetts</div> Province: <div style="border: 1px solid black; padding: 2px;"></div> Country: <div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div> ZIP / Postal Code: <div style="border: 1px solid black; padding: 2px;">02062</div>			
<b>10. PAYEE (Where check is to be sent if different than item 9)</b> Name: <div style="border: 1px solid black; padding: 2px;">MassDOT - Aeronautics</div> Street1: <div style="border: 1px solid black; padding: 2px;">Logan Office Center</div> Street2: <div style="border: 1px solid black; padding: 2px;">One Harborside</div> City: <div style="border: 1px solid black; padding: 2px;">East Boston</div> County: <div style="border: 1px solid black; padding: 2px;"></div> State: <div style="border: 1px solid black; padding: 2px;">MA: Massachusetts</div> Province: <div style="border: 1px solid black; padding: 2px;"></div> Country: <div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div> ZIP / Postal Code: <div style="border: 1px solid black; padding: 2px;">02128-2009</div>			



## 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ ACTIVITIES	(a) 20.106	(b)	(c)	TOTAL
a. Total program outlays to date (As of date) 07/30/2020	\$ 17,443.85	\$	\$	\$ 17,443.85
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)	17,443.85			17,443.85
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)	17,443.85			17,443.85
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e	17,443.38			17,443.38
h. Federal payments previously requested	0.00			0.00
i. Federal share now requested (Line g minus line h)	17,443.38			17,443.38
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances				
1st month				
2nd month				
3rd month				

## 12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

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

## 13. CERTIFICATION

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

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST SUBMITTED

TYPED OR PRINTED NAME AND TITLE

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

TELEPHONE (AREA CODE, NUMBER, EXTENSION)

781-255-5616

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## GRANT RECIPIENT INFORMATION

**Name:** Norwood Airport Commission  
**Airport:** Norwood Memorial Airport  
**Address:** 125 Access Road  
**City/State:** Norwood MA

## PROJECT INFORMATION

AIP Grant Number: 3-25-0037-039-2020

**Description: Post Monitoring (Years 1 and 2)**

City/State: Norwood MA	Reimbursement No. 1	Federal Share %: 90%
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[illegible]

AMOUNT OF THIS REIMBURSEMENT	\$	17,443.85
PREVIOUS REIMBURSEMENTS	\$	-
TOTAL REIMBURSEMENTS	\$	17,443.85

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due, which has not been previously requested and that all work is in accordance with the terms of the award.

Signature \_\_\_\_\_

Date \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION		Form approved Budget Bureau No. 04-R0004		PAGE	OF	PAGES
<b>SUMMARY OF PROJECT COSTS</b>				1. PROJECT NO. 3-25-0037-039-2020		
				2. GRANT AGREEMENT CONTRACT NO. 1		
3. SPONSOR'S NAME AND ADDRESS Norwood Airport Commission, 125 Access Road, Norwood MA 02062				4. PERIOD ENDING 7/30/2020		
5. OFFICIAL NAME AND LOCATION OF AIRPORT Norwood Memorial Airport				6. MAXIMUM FEDERAL FUNDS		
7. DESCRIPTION	8. LATEST REVISED TOTAL ESTIMATED COST	9. ACTUAL COST INCURRED TO DATE		10. ESTIMATE OF AGGREGATE OF TOTAL COSTS INCURRED AND TO BE INCURRED PRIOR TO (Date)		
		AMOUNT (a)	PERCENT (b)	AMOUNT (a)	PERCENT (b)	
1. Administration	\$0.00	\$0.00	0%			
2. Engineering						
Permitting	\$32,790.00	\$12,460.20	38%			
Administration	\$17,185.00	\$4,983.65	29%			
Total	\$49,975.00	\$17,443.85	35%			
11. CERTIFICATION - I certify that the latest revised total estimated cost shown above reflects the best information available as to the probable total final cost of each item; that amounts shown as actual costs incurred to date are true and correct and are supported by records of the sponsor; and, when applicable, that the estimates of the costs to be incurred reflect the best information available. I further certify that the materials used and construction accomplished meet the requirements of the plans and specifications, as evidenced by certified test and inspection reports included in the project records.						
DATE		SIGNATURE OF SPONSOR'S ENGINEER				





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

October 18, 2018  
Invoice No: 720204  
Project No: 326166

TERMS: Net 30 days from invoice date, 1.5% per month charged thereafter.

For professional services rendered through July 30, 2020

For engineering services related to Post Monitoring

AIP NO. 3-25-0037-039-2020

Project Phase	Contract Amount	Percentage Complete	Previous Billed	Current Invoice	Total to Date
Article C Permitting	\$ 32,790.00	38%	\$ -	\$ 12,460.20	\$ 12,460.20
Article D Administration	\$ 17,185.00	29%	\$ -	\$ 4,983.65	\$ 4,983.65
<b>Total Contract Amount</b>	<b>\$ 49,975.00</b>		<b>\$ -</b>	<b>\$ 17,443.85</b>	<b>\$ 17,443.85</b>
Total Amount Earned to Date	\$ 17,443.85				
Less Previous Billing	\$ -				
<b>Total Amount Billed this Invoice</b>	<b>\$ 17,443.85</b>				

AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES\

**ENVIRONMENTAL ASSESSMENT PHASE 1**  
**FOR**  
**TAXIWAY 'C' RELOCATION**  
**and**  
**RUNWAY 17-35 PAVED SAFETY AREAS**

AIP NO. 3-25-0037-XX

AT THE

NORWOOD  
MEMORIAL AIRPORT  
NORWOOD, MA

April 2020

Prepared By:  
DuBOIS & KING, INC.  
15 Constitution Drive, Suite 1L  
Bedford, NH 03110

**NORWOOD MEMORIAL AIRPORT  
NORWOOD, MA**

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Attachments

Exhibit A - Employee Category & Hourly Salaries

Exhibit B - Overhead Summary Sheet

Exhibit C - Certificate of Insurance

Exhibit D - Engineering Fee Summary and Labor-hour Spreadsheets



**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR THE FOLLOWING:  
ENVIRONMENTAL ASSESSMENT PHASE 1  
FOR  
TAXIWAY 'C' RELOCATION  
AND  
RUNWAY 17-35 PAVED SAFETY AREAS**

**AIP NO. 3-25-0037-XX**

**AT THE**

**NORWOOD MEMORIAL AIRPORT  
NORWOOD, MASSACHUSETTS**

**THIS AGREEMENT** entered into this \_\_\_\_ day of April 2020 by and between the Town of Norwood, acting through its Airport Commission, hereinafter referred to as the Owner, and the firm of DuBois & King, Inc., 15 Constitution Drive, Suite 1L, Bedford NH, referred to as the Engineer, for design, administrative services, construction phase services and resident observation in connection with improvements to the Norwood Memorial Airport as hereinafter specified:

**WITNESSETH THAT:**

**WHEREAS**, the Owner proposed the preparation of an environmental assessment/permitting and permitting design plans for the proposed relocation of Taxiway 'C' to prevent a direct connection from an apron to a runway and the proposed paving of the Runway 17-35 safety areas

The project will require an Environmental Assessment (EA) under the National Environmental Policy Act (NEPA), an Environmental Notification form and Draft and Final Environmental Impact Reports (EIR) under the Massachusetts Environmental Policy Act (MEPA); a Conservation and Management Permit from the Division of Fisheries and Wildlife under the Massachusetts Endangered Species Act (MESA); an Order of Conditions under the Wetlands Protection Act (the Act) and under the Norwood Wetlands Protection By-Law (Article XXV of the By-Laws of the Town of Norwood); a Variance under the Act from the Mass. Dept. of Environmental Protection (MassDEP), Water Quality Certification in accordance with Section 401 of the Clean Water Act, an individual Permit from the Army Corps of Engrs. in accordance with Section 404 of the Clean Water Act.

Design plans and engineering necessary as part of the permitting process include Taxiway and safety area plans, profiles and cross-sections, grading, erosion control, stormwater calculations/report, stormwater design, and wetland mitigation area design.

**WHEREAS**, the Owner desires professional engineering services in connection with the aforesaid improvements to be designed in compliance with the regulations of the Federal

Aviation Administration (FAA), and the Massachusetts Department of Transportation - Aeronautics Division (MassDOT) hereinafter referred to as the State Aeronautics Division; and;

**NOW THEREFORE**, the Engineer for the fees and reimbursements estimated to total \$ 279,333.00 for this project and not to be exceeded unless a supplemental agreement is executed by both parties to the Agreement with approval by the participating Agencies named above, agrees to furnish professional engineering services to the Owner in accordance with the following Articles:

#### **ARTICLE A - COLLECTION OF DATA**

The Engineer or approved Sub-consultant agrees to furnish and perform professional services as follows:

1. Assist the Norwood Airport Commission (herein referred to as "Owner") in defining the project scope and preparing a project budget.
2. Arrange, attend, and conduct a Pre-Design Conference with the Owner, the Federal Aviation Administration (FAA) and MassDOT Aeronautics Division and prepare a memorandum of the meeting.
3. Collect and organize existing plans of record, to the extent they are available, aid in the preparation of an existing conditions base plan and aid in the establishment of existing utilities in the immediate area.
4. Determine the limits of survey, establish horizontal and vertical control, and collect existing field topographic survey data for the project area. The Engineer will coordinate with and retain the services of a qualified surveyor to perform topographic surveys.
5. Reduce the field survey, plot notes, add contours and prepare an existing conditions base plan to be utilized for final engineering.
6. Perform a wetland delineation within the proposed project limits. The delineation will be performed in accordance with the U.S. Army Corps of Engineers "Wetland Delineation Manual" (USACE, 1987), the Mass DEP handbook, "Delineating Bordering Vegetated Wetlands Under the Massachusetts Wetlands Protection Act" (Mass DEP, 1995).

#### **ARTICLE B - STUDIES, DESIGN AND CONSTRUCTION DRAWINGS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS**

The Engineer or approved Sub-consultant agrees to furnish and perform professional services as follows:

1. Field inspect and evaluate site conditions.
2. Prepare a conceptual horizontal layout plan for Taxiway 'C' Relocation and Runway 17-35 paved safety areas. It is anticipated that several options will be proposed to satisfy the alternative analysis required by the EA and permitting agencies.



3. Analyze existing drainage patterns for the Taxiway 'C' Relocation and Runway 17-35 paved safety areas and prepare a conceptual storm drainage design to collect runoff and discharge without erosion or contamination to sensitive areas. The drainage will be designed in accordance with the Federal National Pollutant Discharge Elimination System (NPDES), the Massachusetts Department of Environmental Protection (MDEP) local requirements and regulations (Town of Norwood) and common engineering practice.
4. Prepare conceptual vertical layout plan including profiles for Taxiway 'C' Relocation.
5. Prepare conceptual vertical layout plan including profiles for Runway 17-35 paved safety areas.
6. Prepare conceptual wetland mitigation plan.
7. Perform flood storage analysis and develop conceptual alternatives to provide compensatory flood storage.
8. Perform a detailed quality assurance/quality control of the conceptual design plans.
9. Prepare conceptual quantity take-off and estimate.
10. Produce conceptual design drawings to be included as part of Draft EA document.
11. Attend a conceptual design review meeting.
12. Prepare a preliminary horizontal layout plan for Taxiway 'C' Relocation.
13. Prepare a preliminary horizontal layout plan for Runway 17-35 paved safety areas.
14. Prepare preliminary grading and drainage plan including erosion control measures for Taxiway 'C' Relocation and Runway 17-35 paved safety areas. The stormwater report will be prepared in accordance with MassDEP's Stormwater Management Standards that were incorporated into the State Regulations on January 2, 2008 (see 310CMR10-05(6)(k)).
15. Perform preliminary storm drainage calculations and prepare a storm drainage report for Taxiway 'C' Relocation and Runway 17-35 paved safety areas.
16. Prepare preliminary storm drainage and erosion control details.
17. Prepare preliminary vertical layout plan including profiles for Taxiway 'C' Relocation.
18. Prepare preliminary vertical layout plan including profiles for Runway 17-35 paved safety areas.
19. Perform a detailed quality assurance / quality control of the preliminary design plans.
20. Prepare preliminary wetland mitigation plan.
21. Prepare preliminary grading and drainage plan including erosion control measures for wetland mitigation area.
22. Prepare preliminary plan for compensatory flood storage.
23. Prepare preliminary grading for compensatory flood storage.
24. Prepare preliminary quantity take-off and estimate.
25. Produce preliminary design drawings for submission to FAA, MassDOT and the Owner for preliminary review and comment. These plans will be used for permitting.
26. Attend a preliminary design review meeting.



## ARTICLE C -- PERMITTING

The Engineer or approved Sub-consultant agrees to furnish and perform professional services as follows:

### Task 1: Wetland Resource Area Delineation Work

Where there are gaps between the previously reviewed wetland lines and which are affected by work associated Taxiway C, we have included one (1) day of flagging in this scope of work to conduct the additional wetland field work, as necessary. The wetland delineation work will be conducted in accordance with current state and federal regulations and guidance documents. We will assign two (2) wetland scientists to complete the field work.

The boundaries of wetlands will be delineated in the field by tying brightly colored survey ribbons to woody vegetation or other relatively permanent vegetation. Where such vegetation is not available, wire "pin" flags will be used. Colored ribbons and/or wire flagging will be placed sufficiently close together to clearly identify wetland edges and to allow the Conservation Commission or work crews to see adjacent flags from each other.

Field notes will be taken to document dominant plant species, soil conditions, and hydrologic conditions within each delineated wetland.

### Task 2: Project Design and Coordination

Upon completion of the wetland delineation effort, we will work with the Airport to evaluate Taxiway C alignment options to present to the federal, state and local agencies as outlined below. An allowance for project meetings and conference calls are included in this task. Furthermore, time will also be spent evaluating the proposal for solar panels on a portion of the current Taxiway C.

### Task 3: Massachusetts Environmental Policy Act

We have included time to attend one (1) pre-filing consultation meeting with the MEPA office to determine if the proposed work could fall under the prior MEPA review process (EEA # 15208) for the Taxiway D and Taxiway A realignments approved in 2017. The currently proposed Taxiway C alignment modification and RSA paving may fall under regulatory guidelines for a Notice of Project Change ("NPC") with MEPA and may not necessitate an entirely new submittal as a separate and complete project. We will prepare materials documenting the proposed impacts and discuss these with the MEPA office.

### Task 3A: Environmental Notification Form

Based on our current understanding of the RSA and Taxiway C work, the following MEPA ENF thresholds will be triggered as part of the Airport's actions due to work location within an Area of Critical Environmental Concern (Fowl Meadow and Ponkapoag Bog):

- 301 CMR 11.03(3)(a) Wetlands Alteration requiring a variance in accordance with the Wetlands Protection Act
- 301 CMR 11.03(11) ACEC - Any project within a designated Area of Critical Environmental Concern (ACEC)

The Taxiway C project component will trigger a mandatory EIR threshold. It may be feasible to request a Phase I waiver from MEPA for the RSA work as it can be considered a severable portion of the project and a hardship can be demonstrated (safety, funding availability).

We will prepare an ENF that conforms to 301 CMR 11.00. We will circulate the ENF in accordance with the MEPA regulations (up to 25 copies).

We have included time to attend one (1) pre-filing consultation meeting with the MEPA office and one (1) scoping session with the MEPA office at the project site.

#### Task 4: FAA National Environmental Policy Act

Similarly, FAA has a review structure for modifications to projects that have changes to the proposed action that have already received review under NEPA. As noted in the FAA NEPA Desktop Reference 1050.1F:

*(2) Substantial changes in the proposed action. If substantial changes in an action occur, the responsible FAA official should determine if the changes are relevant to environmental concerns. That determination should focus on the affected environment and anticipated impacts due to the changes and how they would relate to the proposed action or proposed mitigation. The official must decide if the resultant environmental impacts present significant new circumstances or information relevant to those environmental concerns bearing on the proposed action or impacts. The official should use his or her professional judgment to determine if a written reevaluation is needed.*

We propose to meet with FAA to determine if the Taxiway C project could be considered as a "substantial change" to the proposed action associated with the Finding of No Significant Impact ("FONSI") on the 2017 Final Environmental Assessment for the Norwood Memorial Airport Taxiway Realignment Project

#### Task 4A: Environmental Assessment for Runway Safety Areas

Review under NEPA (42 USC § 4321) is required for projects that involve federal agency actions and may have significant environmental impacts. Depending on the scope and potential impacts of a project, this review may be satisfied by the preparation of Categorical Exclusion documentation in the case of a relatively small project with minimal environmental impact, or by the preparation of an Environmental Assessment ("EA") in the case of a mid-sized project or a project with moderate impacts, or by the preparation of an Environmental Impact Statement ("EIS") in the case of large project or a project substantial environmental impact. The lead federal agency is responsible for determining which review process should be followed.



In this case, the RSA paving work and Taxiway C relocation involve funding and approvals from the Federal Aviation Administration ("FAA"); so NEPA applies to it. We will prepare the EA in accordance with FAA Order 5050.4B and Order 1050.1F. FAA recommends the following order for an EA:

- Cover Page
- Proposed Action – This section of the EA will describe the proposed Airport Improvements identified by Dubois and King in the Airport's CIP.
- Purpose & Need – We will work closely with Dubois and King to identify a purpose and need statement in support of the proposed Airport Improvements.
- Alternatives – This section is a key component of the NEPA review process to ensure that appropriate alternatives are analyzed and that environmental impacts are minimized to the extent feasible. We will work closely with Dubois and King to develop a defensible alternatives analysis in support of the proposed action.
- Affected Environment – The Affected Environment section will essentially describe existing conditions, land use cover types, wetlands, etc.
- Environmental Consequences – This section of the EA will describe the potential environmental impacts associated with the proposed action.
- Mitigation – We will work with Dubois and King and the Airport to develop and appropriate and project specific set of mitigation measures that meet regulatory standards but do not substantially interfere with normal Airport operations.
- List of preparers.
- List of Agencies and Persons Consulted – we anticipate coordination with FAA, NHESP, the Massachusetts Historical Commission ("MHC"), and the Town of Norwood.
- Appendices – as needed.

Circulate a maximum of five copies of the draft EA for internal review and comment. We will incorporate one round of comments. We will prepare fifteen copies of the submittal version of the Final EA. The budget assumes participation in one team meeting during preparation of the EA and one meeting with MassDOT and FAA during its review.

#### Key Assumptions

- *Based on prior archaeological work conducted at the Airport, this scope of work assumes that other than initial coordination between the MHC and FAA during the CatEx process, no formal archaeological sensitivity assessments or archaeological surveys will be required by the MHC to issue a No Effect Determination. If*



*archaeological or cultural resources work is determined to be necessary we will amend our scope of work to contract with a qualified archaeological firm (e.g., PAL) to perform the work and consult with the MHC.*

#### Task 5: Wetlands Protection Act Review and Section 401 Water Quality Certificate

On June 7, 2018 the Airport received a Variance Order of Conditions and Water Quality Certificate ("WQC") for the Taxiway A and D realignments (DEP File No 251-0484, Transmittal No. X275171). Taxiway C was considered during the alternative analysis evaluation process but dismissed due to wetland impacts and lack of space to mitigate these impacts on site. The new proposed alternative could also potentially be considered a plan change or Variance Amendment under Special Condition 3 of the Variance Order:

*When the Applicant seeks any change to the Final Plan of Record, including any changes required to comply with the Special Conditions or the General Conditions (see Variance OOC) stated in this Variance Decision and WQC, the proposed changes shall be shown on a revised plan and/or described in a table and/or narrative, including detail on changes in impacts from previous submittals and the proposal for mitigation as appropriate, which the Applicant shall submit to MassDEP for review and written approval prior to implementation. For tracking purposes, all plan change requests, amendment requests, and preconstruction submittals must be numbered consecutively as Plan Changes (e.g. Norwood Airport Taxiway Realignment Project Plan Change 1, Plan Change 2, etc.). MassDEP reserves the right to require an amendment to this Variance Decision and WQC for changes to the Project, including without limitation any such changes proposed to the Final Plan of Record, or to the Special Conditions, taking into account the nature and/or relative magnitude of the Project change. In such cases, MassDEP shall have the right to approve, approve with modification or deny any such amendment request ...*

We propose to meet with MassDEP's Variance review staff to determine if the proposed modifications to Taxiway C would fall under this condition and an entirely new WPA/WQC submittal would not be required. Work proposed for the RSA will not require a Variance and can be permitted under a Notice of Intent at a later project phase.

#### Task 6: Norwood Wetlands Protection Bylaw

We will meet with the Norwood Conservation Agent to determine if an amendment to the existing Order of Conditions (N2017-02) would be feasible or new Notice of Intent would be required under the Norwood Wetlands Protection Bylaw. Pending the outcome of this meeting, we will prepare a scope and fee to address review and approval under the local Bylaw under Phase 2.

## **ARTICLE D - ADMINISTRATION**

1. Prepare the grant application including project justification, program narrative, and required attachments for submission to MassDOT and FAA. Distribute grant application to MassDOT and FAA. Coordinate with FAA and MassDOT.
2. Prepare contract, scope of services and fee schedule.
3. Coordinate with MassDOT and FAA for grant offer and execution and return to FAA.
4. Prepare FAA and MassDOT reimbursement requests (12) including supporting invoices and documentation.
5. The Engineer shall provide project administration support required due to Federal participation in the project; specifically, the Engineer shall consult and correspond, as necessary, with the Owner's financial officer on the following:
  - Obtaining data on funds expended and identifying which funds may be eligible for participation in Federal Grant payments.
  - Obtaining data on the Owner's administrative costs and identifying which costs may be eligible to satisfy Federal participation.
6. The Engineer shall consult as necessary with the Federal Auditor or State Auditor in connection with the preparations of a final audit and provide overall project coordination.
7. Maintain records for a period of seven (7) years after the date of final completion or such other time as may be required by law or by the Owner, whichever is longer.
8. Prepare documents and paperwork to record close-out documents to meet FAA and MassDOT project record requirements.

## **ARTICLE E - GENERAL PROVISIONS**

### **1. Additional Services**

If, during the term of this Agreement, additional services are required, other than those services specified above, the Owner may, in writing, order the Engineer to perform such services, and for such services, the Engineer shall be paid for direct payroll plus 163.0% for overhead, plus approved subconsultants, plus a fixed fee of 12%, plus out-of-pocket expenses directly chargeable to the project.

Additional work, beyond the limits of this Agreement, will not be performed by the Engineer without the advance approval of the Owner and the concurrence of the Federal Aviation and Administration MassDOT Aeronautics Division in writing.

### **2. Termination of Agreement for Cause**

If, through any cause, the Engineer shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least five days before the effective date of such



termination. In such event, finished or unfinished documents, data, studies, and reports prepared by the Engineer under this Agreement shall, at the option of the Owner, become the property of the Owner and the Engineer shall be entitled to receive just and equitable compensation for any work completed on such documents.

3. Termination for Convenience of the Owner

The Owner may terminate this Agreement any time by a notice in writing from the Owner to the Engineer. If the Agreement is terminated by the Owner as provided herein, the Engineer will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Engineer covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than sixty percent of the services covered by this Agreement have been performed upon the effective date of such termination, the Engineer shall be reimbursed (in addition to the above payment) for the portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Engineer during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement.

4. Court Appearances

In any legal action in which the Owner requests the Engineer's professional services, including as an expert witness, the Engineer shall be paid for such professional services at three times the hourly wages set forth in Exhibit A. The Engineer shall be reimbursed for direct non-salary expenses, including, but not limited to, automobile travel at the current Federal maximum rate (now \$0.585 per mile), commercial air travel at cost, long distance telephone, subsistence, printing and reproduction.

The fee is not related to the findings of any Court concerning the adequacy or inadequacy of the Engineer's services, but is to be paid by the Owner regardless of the decision of the Court.

These services exclude payment for preparation and court appearances for any matter involving a claim by the Owner against the Engineer (whether by Owner or a different party) or subject to the Engineer's obligation to indemnify and save the Owner harmless under Article E.23 below.

5. The Engineer shall be compensated for any additional expenses incurred by attending meetings at geographical locations other than: Bedford, N.H., Norwood, MA, Burlington, MA or Boston MA.
6. The Owner must assist in obtaining town authority approvals, give the Engineer access to the airport, issue Notices to Airmen for the Engineer and supply historical file data when needed by the Engineer.



7. The Engineer shall assign an experienced Registered Professional Engineer and any subsequent person in charge shall be designated in writing, and acceptable to the OWNER, FAA and MassDOT, to be in responsible charge of the work performed under the Agreement. The Engineer shall not replace the person in charge without written permission of the OWNER. The Engineer shall assign such personnel to the work as may be necessary from time to time to complete the work required.
8. When the tentative schedule, Article F, is extended by a length of time (greater than six (6) months) sufficient to cause a change in employee wage rates and project expense rates, due to circumstances beyond the control of the Engineer, the Engineer shall be entitled to renegotiate the uncompleted lump sum fee and cost-plus-fixed fee estimated amounts contained within this Agreement in proportion to the change in employee wage rates and project expense rates.
9. The Owner may extend the date for delivery of completed plans and contract documents beyond the time specified when the work has been delayed for reasons beyond the control of the Engineer, or due to a delay in submission of material being furnished by the Owner. The Engineer may present to the Owner in writing his request for extension of the allotted time together with its justification therefor. The Owner will evaluate such request and he may grant such extension of time as is warranted thereby after approval of the Federal Aviation Administration and the MassDOT Aeronautics Division.
10. The Engineer agrees that he will, before commencing the performance of this Agreement, secure and pay for Professional Liability Insurance in the amount as the Owner may require from time to time and Workmen's Compensation Insurance and Automobile Insurance and any other type of insurance as may be required by law and/or by the Owner, with limits in the amount(s) specified by law and/or by the Owner. Insurance will be provided by a responsible company(ies) authorized to do business in Massachusetts. The Engineer shall provide the Owner with duplicate originals of policies providing such insurance and shall provide reasonable evidence of providing an annual updated policy(ies) to the Owner (including, as applicable, certificate(s) of insurance and binders(s)). The Engineer shall promptly provide the Owner with duplicate originals of insurance policies (including, as applicable, certificate(s) of insurance and binder(s)) in the event of any material change in the coverage limits, type of insurance, or the insurer providing any such insurance. Copies of all insurance policies (including, as applicable, certificate(s) of insurance and binder(s)) shall be filed with the Owner.

In addition, the Engineer shall procure and maintain insurance during the term of this Agreement as shown in Exhibit C.

The Owner shall be notified twenty (20) days in advance of any changes to the producer, type, and/or amount of coverage and/or any cancellation of coverage.

11. This Agreement shall be binding on the Owner and the Engineer and their respective legal representatives, successors (including successors in title), agents, employees, principals, managers, officials, officers, and assigns.

12. Neither party may assign, transfer or otherwise dispose of the Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
13. This Agreement may be executed in any number of counterparts each of which counterparts, when executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same instrument.
14. The parties each knowledge and agree that this Agreement contains their complete agreement with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions, and that this Agreement shall not be modified in any way except by a writing signed by all parties.
15. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
16. In the event any part of this Agreement is deemed unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
17. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.
18. The parties agree that any action to enforce the terms of this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction located within the Commonwealth of Massachusetts, and that the Parties expressly consent to the jurisdiction of said court.
19. Each term of this Agreement is contractual and not merely a recital.
20. In the performance of services under this Agreement, the Engineer acts at all times as an independent contractor. There is no relationship of employment or agency between the Owner and the Engineer, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent contractor relationship.



21. The Engineer represents and warrants the Owner that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
22. The Engineer agrees to indemnify, defend and save the Owner harmless from any and all manner of suits, claims or demands arising out of any errors, omissions or negligence by Engineer (including all its employees, subconsultants, subcontractors and agents) in performing the scope of services under the Agreement, or any breach of the terms of the Agreement by the Engineer (including all its employees, subconsultants, subcontractors and agents) and shall reimburse the Owner for any and all costs, damages and expenses, including reasonable attorney's fees, which the Owner pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this paragraph, shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the Owner with respect to the Engineer, in connection with the Agreement.
23. The provisions of Federal and Massachusetts Law, as applicable to this Agreement, are hereby incorporated herein by reference.

#### **ARTICLE F - PERFORMANCE**

A tentative schedule for the execution of the above-mentioned engineering services shall be established at a pre-design conference attended by the Owner, the Engineer, Federal Aviation Administration and MassDOT Aeronautics Division and shall become part of this contract. The initial project schedule is as follows:

#### **INITIAL PROJECT SCHEDULE**

<u>Item</u>	<u>Completion/Submission Date</u>
Contract Execution/	March 2020
FAA Grant Award	June 2020
File ENF	August 2020
ENF Certificate	September 2020
File Draft EA	October 2020



## **ARTICLE G - BASIS OF PAYMENT**

The Owner hereby agrees to pay the Engineer for services performed under this Agreement as a lump sum fee.

- a. Payments are to be made to the Engineer monthly based on an estimated percent of completion.
- b. Wage ranges for technical classifications of personnel in effect as of the date of this agreement are attached as Exhibit A.
- c. Attached to this contract is the certified "home-office" overhead cost factor (Exhibit "B"). The overhead factor of 163.0% will be used for the purpose of this Agreement.
- d. The out-of-pocket expenses will also include, but are not limited to, travel mileage billed at the maximum allowed Federal mileage rate (now \$0.585 per mile), long distance telephone calls, faxes, and postage.
- e. Payment for any special cases, or additional services as defined in Article E, shall be made for labor-hours actually worked at the actual payroll rate plus 163.0% for overhead plus approved sub-consultant costs plus a fixed fee plus out-of-pocket expenses directly chargeable to the project.
- f. The fixed fee shall not be increased except by a fully executed Supplemental Agreement amendment for additional services, which substantially increases the scope of services or time for completion.
- g. Any state sales taxes for professional services, which may be applicable to the consulting engineer's services furnished under this contract shall be paid by the Owner.
- h. In the event payment to the Engineer for services performed in accordance with this Agreement is delayed beyond 60 days from the date of the Engineer's invoice, the Engineer shall receive at the current prime rate of the Chase Manhattan Bank, interest on the unpaid balance from said sixtieth day, subject to state limitations on maximum interest rates.

## **ARTICLE H - ASSURANCE STATEMENT OF THE ENGINEER**

DuBois & King, Inc., the Engineer for the subject project, hereby assures that the services performed will be conducted in compliance with the following:

- a. Compliance with Regulation. The Engineer shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation "DOT" Title 49 Code of Federal Regulation, Part 21, as they may be amended from time to time hereinafter referred to as the Regulations, which are herein incorporated by

reference and made a part of this Agreement.

- b. Nondiscrimination. The Engineer with regard to the services performed, shall not discriminate on the grounds of race, color, sex or national origin and such other category as may be protected by applicable law in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts. In solicitations by competitive bidding or negotiation made by the Engineer for services to be performed under a subcontract including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin and such other category as may be protected by applicable law.
- d. Information and Reports. The Engineer shall provide information and reports required by the Regulations, directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the MassDOT Aeronautics Division to be pertinent to ascertain compliance with such Regulations, orders and instructions, where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the MassDOT Aeronautics Division as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as are appropriate, including but not limited to:
  - 1. withholding of payments to the Engineer under the Agreement until the Engineer complies, and/or
  - 2. cancellation, termination, or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions. The Engineer shall include the provisions of paragraphs "a" through "e" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Owner to enter into such litigation to protect the interests of the Owner and/or the interests of the United States.



- g. Disadvantaged Business Enterprise DBE Assurance Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.
- h. DBE Obligation. The Engineer agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, Contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform Agreement. Contractors shall not discriminate on the basis of race, color, national origin, or sex and such other category as may be protected by applicable law in the award and performance of DOT-assisted contracts.

#### **ARTICLE I - CERTIFICATIONS OF ENGINEER**

##### **FAA**

I hereby certify that I am the President and duly authorized representative of DuBois & King, Inc. whose address is 15 Constitution Drive, Suite 1L, Bedford, NH, 03110 and that neither I nor the above firm I here represent has:

- a. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this Agreement,
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- c. paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this Agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

---

Jeffrey W. Tucker, P.E.  
President

MassDOT

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalty of perjury that the undersigned has complied with all laws of the commonwealth related to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Federal ID. No. 03-0224555

DuBois & King, Inc.

\_\_\_\_\_  
Jeffrey W. Tucker, P.E.  
President

**ARTICLE J - COOPERATION**

The Engineer shall cooperate with representatives and employees of the Town of Norwood and also the representatives of the Federal Aviation Administration, MassDOT Aeronautics Division so that the project may proceed expeditiously and economically. It is understood that the Owner, the Federal Aviation Administration, and the MassDOT Aeronautics Division will furnish the Engineer with any data pertaining to this work, which they may have in their possession.

**ARTICLE K - PRINCIPAL PARTIES CONTRACT APPROVAL SIGNATURES**

DuBois & King, Inc.

By \_\_\_\_\_

Jeffrey W. Tucker, P.E.  
President

ACCEPTED \_\_\_\_\_ 2020

APPROVED, AS TO FORM

BY: \_\_\_\_\_  
Mark Ryan, Chairman  
Norwood Airport Commission

By \_\_\_\_\_  
Airport Attorney



### ACCOUNTANT'S CERTIFICATION:

Under the provision of General Laws, Chapter 44, Section 31C, I hereby certify that Federal and State grant monies have been appropriated for this project in accordance with the MassDOT letter of intent (dated August 28, 2012), plus an appropriation amount for the local share of this contract, is available; and that the Town of Norwood, Massachusetts, acting through its Airport Commission, has been authorized to execute this contract and approve all requisitions and change orders.

\_\_\_\_\_  
Town Accountant

Date \_\_\_\_\_

## **CONTRACT APPROVAL**

The MassDOT Aeronautics Division this \_\_\_\_ day of \_\_\_\_\_, 2020 hereby approves this Contract between the Norwood Airport Commission and DuBois & King, Inc., for engineering services in connection with:

### **ENVIRONMENTAL ASSESSMENT – PHASE 1**

#### **FOR**

#### **TAXIWAY 'C' RELOCATION**

#### **And**

#### **RUNWAY 17-35 PAVED SAFETY AREAS**

#### **AIP NO. 3-25-0037-XX**

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

---

Christopher J. Willenborg  
Administrator



**EXHIBIT "A"**

**EMPLOYEE CATEGORY AND HOURLY SALARIES**

EXHIBIT A

DUBOIS & KING, INC.

EMPLOYEE CATEGORY AND HOURLY SALARIES

	HOURLY SALARY <u>RANGE</u>
Project Director	\$40.00 - \$58.00
Project Manager	\$32.00 - \$49.00
Project Engineer/Resident Engineer	\$25.00 - \$40.00
Engineer	\$20.00 - \$30.00
Senior Tech/Drafter	\$18.00 - \$30.00
Tech/Drafter	\$16.00 - \$20.00
Administration Support	\$15.00 - \$29.00

\* Fiscal year hourly salary was used to prepare estimated engineering cost spreadsheets. Actual rates used in the preparation of invoices may vary within the range specified above.



**EXHIBIT "B"**

**OVERHEAD SUMMARY SHEET**

# DUBOIS & KING, INC.

## STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD - WITH FIELD RATE

YEAR ENDED OCTOBER 31, 2019

	ALLOCATIONS						
	Total	Disallowed Costs	Proposed Company Wide	Notes	Proposed Home Office	Proposed Field Office	Percentage to Field Office
<b>DIRECT LABOR</b>	\$ 5,430,556	\$ -	\$ 5,430,556		\$ 4,654,530	\$ 776,026 (l)	14.29%
<b>FRINGE BENEFITS</b>							
Holiday	\$ 251,834	\$ -	\$ 251,834		\$ 234,595	\$ 17,239 (l)	
Sick	96,797	-	96,797		89,782	7,015 (l)	
Vacation	535,199	-	535,199		499,648	35,551 (l)	
401k contributions	105,326	-	105,326		98,127	7,199 (l)	
ESOP contribution	550,000	-	550,000		524,880	25,120 (l)	
Other fringe benefits	1,561,243	(4,046)	1,557,197 (a)		1,334,674	222,523	14.29%
Total fringe benefits	3,100,399	(4,046)	3,096,353		2,781,706	314,647	
<b>GENERAL OVERHEAD</b>							
Salaries and wages:							
General and administrative support	3,572,464	(165,866)	3,406,598 (a and (b)		3,076,158	330,440 (m)	9.70%
Field labor	58,291	-	58,291		-	58,291 (l)	
Total salaries and wages	3,630,755	(165,866)	3,464,889		3,076,158	388,731	
Facilities expenses:							
Depreciation and amortization	464,447	(146,079)	318,368 (c)		311,428	6,940 (n)	2.18%
Rent and utilities	407,060	-	407,060		398,186	8,874 (n)	2.18%
Real estate taxes	82,991	-	82,991		81,182	1,809 (n)	2.18%
Office supplies	78,564	-	78,564		76,851	1,713 (n)	2.18%
Building maintenance and repairs	73,030	-	73,030		71,438	1,592 (n)	2.18%
Total facilities expenses	1,106,092	(146,079)	960,013		939,085	20,928	
General and administrative expenses:							
Computer expense	189,872	(16,457)	173,415 (d)		156,594	16,821	9.70%
Insurance	235,263	(47,826)	187,437 (e)		169,256	18,181	9.70%
Other general and administrative	269,331	(153,795)	115,536 (f)		104,329	11,207	9.70%
Marketing	99,111	(68,365)	30,746 (a)		27,764	2,982	9.70%
Telephones	97,990	(1,728)	96,262 (g)		86,925	9,337	9.70%
Vehicle and travel expenses	98,845	(17,671)	81,174 (h)		73,300	7,874	9.70%
Accounting and legal	54,737	-	54,737		49,428	5,309	9.70%
Equipment repairs and maintenance	44,850	-	44,850		40,500	4,350	9.70%
Professional licenses and fees	36,221	(1,998)	34,223 (a and (i)		30,903	3,320	9.70%
Training	31,369	-	31,369		28,326	3,043	9.70%
Postage and shipping	10,019	-	10,019		9,047	972	9.70%
Subscriptions	24,656	-	24,656		22,264	2,392	9.70%
Equipment rental	3,081	-	3,081		2,782	299	9.70%
Interest expense	123,149	(123,149)	- (j)		-	-	
Federal current and deferred income taxes	138,500	(138,500)	- (k)		-	-	
State income taxes	15,673	(15,673)	- (k)		-	-	
Total general and administrative expenses	1,472,667	(585,162)	887,505		801,418	86,087	
Total general overhead	6,209,514	(597,107)	5,612,407		4,816,661	495,746	
<b>TOTAL FRINGE BENEFITS AND GENERAL OVERHEAD</b>	\$ 9,309,913	\$ (901,153)	\$ 8,408,760		\$ 7,598,367	\$ 810,393	

INDIRECT COST RATE AS PERCENTAGE OF DIRECT LABOR

163.25% 104.43%

### FAR References & Notes (see Note C)

- (a) 31.205-1 Public Relations and advertising costs have been disallowed.
- (b) 31.205-6 Compensation for personal services related to incentive compensation has been disallowed.
- (c) 31.205-49 Goodwill amortization has been disallowed.
- (d) 31.201.1 General allowability for expenses related to the subsequent financial reporting period have been disallowed.
- (e) 31.205-19 Insurance and indemnification for key officer life insurance premiums on behalf of the stockholders have been disallowed.
- (f) 31.250-8 Contributions or donations; 31.205-14 Entertainment costs; and 31.205-47 Legal and other proceedings expenses have been disallowed.
- (g) 31.205-14 Entertainment costs have been disallowed.
- (h) 31.205-6 Compensation for personal services related to the personal use of company vehicles has been disallowed.
- (i) 31.205-22 Lobbying and political activity has been disallowed.
- (j) 31.205-20 Interest and other financial costs have been disallowed.
- (k) 31.205-41 Taxes have been disallowed.
- (l) Field employee labor and fringe specifically identified (see Note A3).
- (m) Indirect general administrative and support labor less identified field portion is allocated (see Note A3).
- (n) Accounts allocated at a lower percentage to field offices (see facilities cost calculation in Note A3).

The accompanying notes are an integral part of this statement.

**EXHIBIT "C"**

**CERTIFICATE OF INSURANCE**





# CERTIFICATE OF LIABILITY INSURANCE

DUBOI-2

OP ID: DB

DATE (MM/DD/YYYY)

03/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Poole Professional B&B - TM  
107 Audubon Rd, 2-305  
Wakefield, MA 01880  
Thomas M. Mullard

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext): 800-371-1063  
E-MAIL  
ADDRESS:

FAX  
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: XL Specialty Insurance Company

37885

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
DuBois & King, Inc.  
P.O. Box 339  
Randolph, VT 05060

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$
	OTHER:					PRODUCTS - COMPIOP AGG \$
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Arch./Engrs. Prof. Liability		DPR9946676	08/01/2019	08/01/2020	Per Claim 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: EA-2020

## CERTIFICATE HOLDER

## CANCELLATION

NORWO10

Norwood Airport Commission  
111 Access Road  
Norwood, MA 02062

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





DUBO&amp;KI-01

KLAROCQUE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Kinney Pike Insurance Inc.  
42 Meadow Lane  
Randolph, VT 05060

CONTACT NAME: Karen Larocque

PHONE (A/C, No, Ext): (800) 296-5722 7716

FAX (A/C, No): (802) 728-4625

E-MAIL: klarocque@kinneypike.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

Dubols & King, Inc.  
PO Box 339  
Randolph, VT 05060

INSURER A: Acadia Insurance

31325

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ADV5384525	8/7/2019	8/7/2020	EACH OCCURRENCE \$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COM/OP AGG \$ 4,000,000
						\$
	GENL AGGREGATE LIMIT APPLIES PER:					
	X POLICY <input type="checkbox"/> PROJE <input type="checkbox"/> LOC					
	OTHER:					
A	AUTOMOBILE LIABILITY					
X	ANY AUTO		ADV5384525	8/7/2019	8/7/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	OWNED AUTOS ONLY	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
X	HIRED AUTOS ONLY	X NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A X	UMBRELLA LIAB	X OCCUR				
	EXCESS LIAB	CLAIMS-MADE	ADV5384525	8/7/2019	8/7/2020	EACH OCCURRENCE \$ 5,000,000
	DED X RETENTION \$ 10,000					AGGREGATE \$ 5,000,000
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)	Y/N N/A	WCA5384526	8/7/2019	8/7/2020	X PER STATUTE OTH-ER \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: EA - 2020  
States Listed Under Section 3A of the Workers Compensation Policy: ME, NH, NY, VT

## CERTIFICATE HOLDER

Norwood Airport Commission  
111 Access Road  
Norwood, MA 02062

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**EXHIBIT D**

**ENGINEERING FEE SUMMARY &  
LABOR-HOUR SPREADSHEETS**



JOB NO - 630102  
FILE NAME: EX-000000

Newwood Airport Commission  
Environmental Assessment - Phase I  
Tehway C Relocation/ Paved Safety Areas

DUBOIS & KING, INC.

Summary

	CATEGORIES OF LABOR										TOTAL HOURS
	PROJECT DIRECTOR	PROJECT MANAGER/ENGINEER	PROJECT ENGINEER/SPECIALIST	ENGINEER/SENIOR DESIGNER	PROJECT SCIENTIST	STAFF SCIENTIST	WETLAND SCIENTIST	SENIOR TECH./DRAFTERS	TECH./DRAFTERS	ADMIN. SUPPORT	
Article A - Data Collection	24	33	22	0	0	0	25	55	0	0	160
Article B - Design	24	87	304	456	0	0	0	0	435	8	1314
Article C - Permitting	32	48	103	204	116	58	0	0	0	0	563
Article D - Administration	32	56	72	0	0	0	0	0	0	72	272
<b>Total Hours:</b>	112	264	501	660	116	58	25	55	435	80	2309
<b>Total Hours:</b>	112	264	501	660	116	58	25	55	435	80	2309
<b>Total Project Hours:</b>											2309

Total Labor Cost = \$259,248

Articles A - F Direct Expenses

I. Subcontractors

Transportation:

Motor:

Rooms & Lodging:

II. Project Support Expenses

III. Subcontractors

Subtotal = \$585

Subtotal = \$7,500

Subtotal = \$12,000

Sub Total Expenses = \$20,085

**SUMMARY:** Total Direct Labor = \$259,248

Total Direct Expenses = \$20,085

Total Price = \$279,333

	Mileage	Per Diem	Tel/Fax	Travel	Telephone	Postage	Reproduction	Copying	Misc	Survey	Archaeologist
Data collection	500	0	0	0	0	0	0	0	0	0	0
Design	500	0	0	100	100	100	500	0	0	13000	0
Permitting	0	0	0	200	200	200	200	3000	0	0	0
Admin	0	0	0	100	100	100	100	100	100	0	0
	1000	0	0	400	400	400	1400	3200	100	13000	0

JOB NO.: 620166  
 FILE NAME: EA-Blank.xls  
 3/5/2020

Norwood Airport Commission  
 Environmental Assessment - Phase I  
 Taxiway C Relocation/ Paved Safety Areas  
 Article A - Collection of Data

DUBOIS & KING, INC.

	CATEGORIES OF LABOR										TOTAL HOURS
	PROJECT DIRECTOR	PROJECT MANAGER / SENIOR ENGINEER	PROJECT ENGINEER / SPECIALIST	ENGINEERS / SENIOR DESIGNER	RESIDENT INSPECTOR	ELECTRICAL ENGINEER	WETLAND SCIENTIST	SENIOR TECHS. / DRAFTERS	TECHS. / DRAFTERS	ADMIN. SUPPORT	
Article A - Collection of Data 1 Define Scope and prepare project budget, meet with NAC 2 Attend Pre-Design Conference & Prepare Memorandum 3 Locate and review prior project plans 4 Coordinate with certified land surveyor to perform site survey 5 Reduce the field survey and prepare existing conditions base plan 6 Perform a wetland delineation within proposed project limits	16	16	0	0	0	0	25	0	0	0	32
	8	3	0	0	0	0	0	0	0	0	9
	0	2	4	4	0	0	16	0	0	0	22
	1	4	6	8	0	0	40	0	0	0	11
	0	4	4	4	0	0	25	0	0	0	33
Total Hours:	24	33	22	0	0	0	25	56	0	0	160
Total Hours:	24	33	22	0	0	0	25	56	0	0	160
Hourly Rates:	\$58.00	\$49.00	\$45.00	\$25.00	\$40.00	\$35.00	\$37.00	\$30.00	\$20.00	\$29.00	
Direct Labor:	\$1,392	\$1,617	\$990	\$0	\$0	\$0	\$925	\$1,680	\$0	\$0	
Fringe Costs @ 163.0% = \$10,765 Fixed Fee 12.0% = \$2,084 Total Labor Cost = \$19,453											

**DUBOIS & KING, INC.**

CATEGORIES OF LABOR										TOTAL HOURS
PROJECT DIRECTOR	PROJECT MANAGER / SENIOR ENGINEER	PROJECT ENGINEER / SPECIALIST	ENGINEERS / SENIOR DESIGNER	RESIDENT INSPECTOR	ELECTRICAL ENGINEER	SENIOR TECHS. / DRAFTERS	TECHS. / DRAFTERS	ADMIN. SUPPORT		
Article A - Collection of Data - Direct Expenses										
I. Subsidence										
Transportation:										
Vans/Trucks \$0.585 / Mile = \$0										
Passenger Vehicles \$0.585 / Mile = \$293										
Travel-Air/Ground/Parking Allowance = \$0										
Partial Per Diem / Day = \$0										
Full Per Diem / Day = \$0										
Hotel Subtotal = \$293										
Meals:										
Rooms & Lodging:										
II. Project Support Expenses										
Telephone/Fax = \$0										
Postage = \$0										
Reproduction = \$0										
Copying = \$0										
Miscellaneous = \$0										
Subtotal = \$0										
III. Land Survey										
Subtotal = \$12,000										
Sub Total Expenses = \$12,293										
SUMMARY:										
Total Labor = \$18,453										
Total Direct Expenses = \$12,293										
Total Price = \$31,746										



[illegible]

[illegible]

JOB NO.: 620168 FILE NAME: EA-Blank.xls 3/5/2020	Norwood Airport Commission Environmental Assessment - Phase I Taxiway C Relocation/ Paved Safety Areas Article C - Permitting	DUBOIS & KING, INC.						
	CATEGORIES OF LABOR							TOTAL HOURS
	Principal in Charge	Project Manager	Senior Consultant	Senior Scientist or Planner	Project Scientist or Planner	Staff Scientist or Planner		
Article C - Permitting Permitting assistance Compile & review environmental documents Prepare memo summarizing results of file review & identify open action items Identify data needs & permitting constraints for current project Wetland Resource Area Delineation Delineate local, state, and federal wetland resource area boundaries Prepare a wetland delineation report including Corps data forms & GIS figures NEPA Environmental Notification Form Prepare for & participate in pre-filing mtg with MEPA office Prepare Draft & Final ENF for team review Prepare required attachments File w/MEPA & Circulate ENF as required Prepare for & participate in Scoping Meeting Review Certificate on the ENF & comment letters NEPA EA Prepare Draft EA Project Description Purpose & Need Alternatives Existing Conditions Potential Impacts Statutory Requirements Mitigation/Proposed Section 61 Findings Production & Circulation Conceptual Compensatory Wetlands Mitigation & Compensation Flood Storage Plan Identify potential on-site mitigation & flood storage locations Coordinate with ACOE, MassDEPT, Conservation Commission Develop conceptual mitigation plan	3 4  4                2 2 12 5	4 4 4  2 4 8       4 2 6	4 4 4  4 16 8  4 8     4 8	6 6 4  8       24 6     8 16 30	4 2 4  12 8     8 8 2 2   8 8 8 8 8 8 2 2 4 10	12                5	10 19 20  24 22 22 12 60 18 8 7 16  21 8 21 30 38 23 30 40  22 44 72	



JOB NO.: 820166 FILE NAME: 24-BLANKXLS 3/2/2020		Norwood Airport Commission Environmental Assessment- Phase I Taxiway C Relocation/ Paved Safety Areas		DUBOIS & KING, INC.				
Article C - Permitting								
CATEGORIES OF LABOR								
Principal in Charge	Project Manager	Senior Consultant	Senior Scientist or Planner	Project Scientist or Planner	Staff Scientist or Planner	Graphics	Admin	TOTAL HOURS
32	48	103	204	118	58	0	0	563
5.7%	8.5%	18.3%	35.2%	21.0%	10.3%	0.0%	0.0%	0.0%
32	48	103	204	118	58	0	0	0
\$280.00	\$210.00	\$210.00	\$185.00	\$140.00	\$120.00	\$30.00	\$20.00	\$29.00
\$8,320	\$10,080	\$21,630	\$37,740	\$16,520	\$6,960	\$0	\$0	\$0
Fringe Costs @								
Fixed Fee								
Total Direct Labor = \$101,250								
Total Labor Cost = \$101,250								

Article C - Permitting - Direct Expenses	
I. Subcontract	
Transportation:	
Meals:	
Rooms & Lodging:	
II. Project Support Expenses	
III. Subcontractant - Archaeologist	
Vans/Trucks Passenger Vehicles Travel-Air/Ground/Parking Partial Per Diem Full Per Diem Hotel	Miles @ Miles @ Days @ Days @ Days @
	/ Mile = \$0 / Mile = \$0 Allowance = \$0 / Day = \$0 / Day = \$0 / Day = \$0
	Subtotal = \$0
	Telephone/Fax = \$200 Postage = \$200 Reproduction = \$2,800 Copying = \$3,000 Miscellaneous = \$0
	Subtotal = \$6,200
	Subtotal = \$0 Total = \$6,200
SUMMARY:	
Total Labor =	\$101,250
Total Direct Expenses =	\$6,200
Total Price =	\$107,450

JOB NO: 620768  
FILE NAME: EA-Blank.xls  
3/5/2020

Norwood Airport Commission  
Environmental Assessment - Phase I  
Taxway C Relocation/ Paved Safety Areas  
Article D - Administrative Services

DUBOIS & KING, INC.

	CATEGORIES OF LABOR										TOTAL HOURS
	PROJECT DIRECTOR	PROJECT MANAGER / SENIOR ENGINEER	PROJECT ENGINEER / SPECIALIST	ENGINEERS / SENIOR DESIGNER	RESIDENT INSPECTOR	ELECTRICAL ENGINEER	SENIOR TECHS. / DRAFTERS	TECHS. / DRAFTERS	ADMIN. SUPPORT		
Article D - Administrative Services											
1 Prepare FAA/MassDOT Grant Applications	4	8							8	20	
2 Prepare Engineering Contract	2	8							8	18	
3 Coordinate Grant Offer w/MassDOT and FAA	2	8							8	10	
4 Prepare FAA, MassDOT reimbursement requests (12)	12	48	48						36	144	
5 Owner Administration Assistance and Support	8	16	16						16	56	
6 Final Audit Coordination	2	4	4						4	10	
7 Maintain Records										4	
8 Prepare Project Closeout	2	4	4						4	10	
Total Hours:	32	96	72	0	0	0	0	0	72	272	
Total Hours:	0.117647059	35.3%	26.5%	0.0%	0.0%	0.0%	0.0%	0.0%	26.5%	272	
Hourly Rates:	\$58.00	\$49.00	\$45.00	\$25.00	\$40.00	\$35.00	\$30.00	\$20.00	\$29.00	272	
Direct Labor:	\$1,856	\$4,704	\$3,240	\$0	\$0	\$0	\$0	\$0	\$2,058	\$11,868	
Fringe Costs @ 163.0% =					\$19,377					\$21,702	
Fixed Fee 12.0% =					\$2,325					\$21,702	

DUBOIS &amp; KING, INC.

	CATEGORIES OF LABOR	TOTAL HOURS
	PROJECT DIRECTOR PROJECT MANAGER / SENIOR ENGINEER PROJECT ENGINEER / SPECIALIST ENGINEERS / SENIOR DESIGNER RESIDENT INSPECTOR ELECTRICAL ENGINEER SENIOR TECHS. / DRAFTSMEN TECHS. / DRAFTSMAN ADMIN. SUPPORT	
I. Subistence	Vans/Trucks \$0.585 / Mile = Passenger Vehicles Miles @ \$0.585 / Mile = Travel-Air/Ground/Parking Allowance = Partial Per Diem Days @ / Day = Full Per Diem Days @ / Day = Hotel	\$0      
Meals:	Miles @ Miles @ Days @ Days @ Days @	\$0     
Rooms & Lodging:		\$0
II. Project Support Expenses	Telephone/Fax = Postage = Reproduction = Copying = Miscellaneous =	\$100 \$100 \$100 \$100 \$100
SUBTOTAL	Total =	\$500
III. SUMMARY:	Total Labor = \$21,702 Total Direct Expenses = \$500 Total Price = \$22,202	





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

Federal Aviation Administration  
New England Region

1200 District Ave.  
Burlington, MA 01803

August 4, 2020

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

Dear Mr. Ryan:

**Grant Closeout Letter**  
**AIP Grant Number 3-25-0037-038-2018**  
**Norwood Memorial Airport (OWD)**  
**Norwood, MA**  
**Grant closeout date: August 4, 2020**  
**Final grant amount: \$2,270,699.39**

This notice of grant closeout is based on the following conditions having been met: (1) all work included in the project description has been satisfactorily completed, (2) there are no outstanding grant special conditions, (3) all project costs reimbursed by FAA under this grant have been determined to be reasonable, eligible and allowable, and (4) the sponsor has complied with all terms and conditions of the grant agreement.

Final payment has been made and all administrative requirements are satisfied. A final cost review of the grant has been completed and the final costs were determined to be reasonable and justified. There are no differences in the amount of funds requested by the sponsor and the amounts paid out. If an audit reveals any issues, this grant will be re-opened until the outstanding issues have been resolved.

Please be advised that in accordance with Federal Regulation 49 CFR Part 18.42, you are required to retain all supporting project documentation for a minimum period of 3 years from the date of the final request for reimbursement. Because most grant obligations extend beyond three years, we strongly encourage you to retain grant documentation for the life of the grant obligations.

Sincerely,

Julie Seltsam-Wilps  
Deputy Director, Airports Division

# Runway Safety Action Plan

Norwood Memorial Airport  
(OWD)

Norwood, Massachusetts

2 July 2020



Approved by: *Patrick T. Fahey* Date: 7/30/2020

Patrick T. Fahey (Chairperson)  
Air Traffic Manager, Norwood FCT

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Raymond German, Jr.  
Runway Safety Program Manager

## **I. Introduction**

### **A. General Description of the Airport**

- **Norwood Tower**
- **Tower Hours of Operation: 0700-2200LCL**
- **FAR Part 139 Airport: No**
- **Airport Hot Spot: No**
- **Line Up and Wait (LUAW): Yes**
- **Multiple Runway crossings: No**
- **Flight Training: Yes**

## **II. Historical Information / Event History**

The previous Runway Safety Action Team Meeting was on May 17, 2019.

### **A. OPSNET (12 month count)**

Total airport operations for the 12-month period prior to the Runway Safety Action Team meeting, from **June 2019 through June 2020.**

**60,971**



## **B. Surface Events since last RSAT meeting**

### **Runway Incursions**

August 23, 2019: N263ND, P28A. Aircraft was instructed to taxi to RWY 17 via TWY D, A, crossing RWY 28. Aircraft turned right on TWY C from A and crossed RWY17 without a clearance. No other aircraft involved. No loss of separation.

February 29, 2020: N6622J, P28A. Aircraft 1 was holding short of RWY 28 when they entered onto the runway without ATC approval. Aircraft 2 was on ½-mile final for RWY 28 and initiated a go around. No loss of separation.

June 29, 2020: N12AR, PC12. Aircraft was instructed to taxi to RWY 35 via TWY D and A. Aircraft entered RWY35 from TWY D without a clearance.

### **Surface Incidents None**

### **Runway Excursions**

October 18, 2018, N539RM, EA50, blew left main tire landing RWY 28. Aircraft lost directional control and veered off left side of runway into the grass. No injury or damage.

June 23, 2019, N241BS, COL, left main tire went flat departing RWY 28. Aircraft lost directional control and veered off left side of runway into the grass. No injury or damage.

## **III. Meeting Overview**

### **Attendees:**

Russ Maguire, Airport Manager, Town of Norwood  
Diana Novellano, Midwest ATC, NATCA Norwood  
Todd Miller, Midwest ATC Runway Safety  
Colleen DAlessandro, FAA NE Regional Administrator  
Ray German, FAA Office of Runway Safety  
Tim Goodall, FAA Office of Runway Safety  
Dave Dohlman, FAA Air Traffic District Support Manager  
Rusty Baird, FAA Air Traffic District Support Manager  
Greg Clark, FAA Tech OPS  
John Merck, FAA Airports  
Stephen K. Brown, FAA, Boston FSDO  
Chris Donovan, Boston Executive Helicopters  
Steve D. Horizon Flight School  
Glenn Rivera, FAA ESA

Mr. Fahey reviewed the safety areas with input from Mr. Merck and Mr. Maguire on runway safety area dimensions at Norwood and plans to pave the overruns for runway 17 and 35 in the near future. Paving will extend the available length of runway 17/35. It was noted that the parallel taxiway A would not be extended requiring a back taxi for aircraft that need the full length.

Mr. Fahey reviewed two runway excursions involving aircraft that veered off runway 28 while landing. Also reviewed were three pilot deviation runway incursions involving aircraft that entered the runway without a clearance. Mr. Fahey reviewed the Airport diagram and discussed traffic flow with emphasis on taxiways C and D. Taxiway C is the most active taxiway. Consideration was given to establishing a hotspot for taxiway A and C intersection. This intersection and the runway 17/35 hold marking have recently been repainted with enhanced markings. One runway incursion occurred at this location. It was felt that a hotspot was not necessary at this time after some discussion.

Mr. Merck and Mr. Maguire discussed upcoming construction of a new hanger on the south ramp and the construction vehicle route from gate 2. Mr. Merck emphasized the need for escort vehicles to remain with delivery vehicles until the vehicles have left the airport property. Flight Level will provide vehicle escort service. The vehicle route will not enter any movement areas.

Mr. Maguire and Mr. Merck discussed the future relocation of taxiway D between taxiway A and runway 17/35 as part of the RIM project. Also discussed was the proposed realignment of taxiway C. Mr. Maguire discussed the vehicle driver training and escort requirements. Mr. Maguire also discussed the wildlife mitigation plans including a replacement of the airport perimeter fence.

#### **IV. Action Items**

##### **Review of Previous Action Items**

Open Action Items: No open action items.

Closed Action Items: No closed action items.



**V. Runway safety concerns, issues, or problems**

**A. Airport Geometry** – Runway 17 and 10 approach ends are near the runway intersection. Occasionally, pilots on right base for runway 10 overshoot to line up with runway 17 and vice versa. Controllers corrected these errors to prevent a wrong surface landing.

**B. Hot Spots** – None

**C. Construction Discussion** – New Flight Level hanger on south ramp will start construction in July 2020 with expected completion in November 2020. All construction vehicles will be escorted to/from Gate 2. No access to movement areas required. Construction zone will have a lighted barrier. Weekly construction meetings will be conducted.

Taxiway D realignment is anticipated to start in 2021. Contract has not been awarded.

**D. Surface safety issues** – None

**E. Weather** – Ground fog and crosswinds

**F. Vehicles** – A review of vehicle driver training requirements was conducted.

**G. Wildlife** – NA

**H. LOAs** – None

**I. Special Events** – None planned

**J. Feedback** – Chris Donovan, BEH, complimented the great services by Norwood tower controllers.

**VI. Best Practices –**

John Merck advised the use of tower controllers and training FBO workers for flagger duty during airport construction was a great idea.

**VII. New Action Items None**

**Action Item Rationale**

**Action Item:**

**Estimated Completion Date:**

**POC Organization:**

**POC name:**

**POC phone:**

**POC email:**

**VIII. Recommendations**

None



**IX. List of participants, their affiliation, and email contact information**

<b>Participants</b>	<b>Company</b>	<b>Phone</b>	<b>Email</b>
Russ Maguire	Town of Norwood	781-255-5615	maguire@norwoodma.gov
Greg Clark	FAA Tech OPS	781-372-5573	greg.s.clark@faa.gov
Dave Dohlman	FAA Air Traffic	603-594-5503	david.dohlman@faa.gov
Rusty Baird	FAA Air Traffic	603-594-5505	clifford.r.baird@faa.gov
Stephen Brown	FAA FSDO	781-238-7536	stephen.k.brown@faa.gov
John Merck	FAA Airports	781-238-7623	john.merck@faa.gov
Steven Desrosiers	Horizon Aviation OWD	781-762-7600	steved@horizonaviation.com
Colleen DAlessandro	FAA NE Regional Administrator	781-238-7020	colleen.dalessandro@faa.gov
Ray German	FAA Office of Runway Safety	781-238-7784	raymond.german-jr@faa.gov
Tim Goodall	FAA Office of Runway Safety	781-238-7781	tim.goodall@faa.gov
Diana Novellano	Midwest ATC OWD NATCA	781-769-1845	diana.ctr.novellano@faa.gov
Todd Miller	Midwest ATC Runway Safety	913-787-4906	todd.miller@midwestatcs.com
Chris Donovan	Boston Executive Helicopters	781-603-6186	fly10my@gmail.com



VOIP transcription:

Voice Mail Message Received at Norwood Airport Commission offices

4:06 p.m., Saturday, July 4, 2020

Duration: 1 minute, 20 seconds

"Hi. I'm actually calling. I'm not even sure if you're open today—um—but I know Plymouth was, and I called and filed a complaint there as well. There's a plane from Norwood that is flying around the Plymouth area, extremely low. He's already come around our house, probably 15 times, looping around—um—totally, just some jerk. Anyways, it's—they're affiliated with *Boston Executive LLC*, and his tail is November 10 Mike Yankee. Um—like I said, I already called Plymouth—um—and they looked into it, and—ah—to file a complaint, and I will call local authorities as well. But this guy is a jerk, whoever it is. You're not allowed to fly in residential areas, in circles, where the houses shake—and he's extremely low. My husband was just trying to tell him, 'Get the hell up in the air.' But you just don't do that. That's just an a—hole flying around in circles around the same area. We have to listen to his crap, and he's done it probably 15 times now. The guy is just a dick. I'm sick of it—um—and I'm gonna call the State Police as well. So, just letting you know. I hope you're open so you can let this guy know asap. It's not a joy ride here. We live here. We pay taxes. We don't need to listen to this crap. Thank you."



**TO: NORWOOD AIRPORT COMMISSION**  
**FROM: RUSS MAGUIRE, AIRPORT MANAGER**  
**RE: MANAGER'S REPORT: 7/14/20—8/11/20**

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**— Major Projects/Issues—**

**Hangar Construction**

The Airport Manager (AM) participated in several construction meetings organized by *Flight Level*, as the fixed-base operator moved forward in the construction of its new hangar south of the *Maj. Mark C. Welch Administration Building*. A new general contractor has been selected for this project, which has altered the construction schedule.

**COVID-19 Pandemic**

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

**Obstructions Analysis**

On 7/9, airport management had worked with officials from MassDOT to corroborate earlier studies by both FAA and *DuBois & King* specific to possible vegetative obstructions in the protected airspace of three runway ends: runway 17, 35 and 28. While MassDOT aerial mapping is still forthcoming, on 7/17, the AM sent a letter to FAA Flight Procedures (*see Attachments A-J*).

**Letter to MassDOT**

*See Attachments K-M.*

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**— Informational Updates —**

**Monthly Revenues**

From 7/14/20 to 8/10/20, the Airport Manager issued one posting to the Treasurer's office, totaling \$18,850.14 in payments. These revenues are broken down as follows:

REVENUE TYPE	DEPOSIT DATE	AMOUNT	FLN FBO <sup>1</sup>	BEH FBO <sup>2</sup>
Land Leases	8/7/20	\$17,870.14	\$14,065.43	\$0
Fuel Flowage Fees	N/A	N/A	N/A	N/A
Aircraft Tie-Down Leases	N/A	N/A	N/A	N/A
Security Badge Fees	8/7/20	\$650	N/A	N/A
Revolving – Insurance Recovery	N/A	N/A	N/A	N/A
General <sup>3</sup>	8/7/20	\$330	\$30	\$30
Landing Fees	N/A	N/A	N/A	N/A
<b>TOTAL</b>		<b>\$18,850.14</b>	<b>\$14,095.43</b>	<b>\$30</b>

### Air Traffic Count

For the Norwood Airport's July 2020 air traffic reports, see *Attachments N-O*. This month's traffic count is on par with July 2019, one year ago, indicating that the airport's activity level has begun to recover.

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

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

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

(A)



**TOWN OF NORWOOD**

Commonwealth of Massachusetts

**Norwood Memorial Airport**

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

OFFICE ADDRESS  
111 Access Road  
Norwood, MA 02062

MAILING ADDRESS  
111 Access Road  
Norwood, MA 02062

**BY E-MAIL (Edward.CTR.Griffin@faa.gov; Carl.V.Newton@faa.gov)  
AND FED EX**

July 17, 2020

Federal Aviation Administration  
Eastern Region Flight Procedures  
Attn: Ed Griffin, TERPS Specialist, AJV—E24  
1701 Columbia Ave.  
College Park, GA 30337

**RE: TERPS 20:1 Obstacle Identification Surface (OIS) Visual Area Penetrations;  
Norwood Memorial Airport (OWD)**

Dear Mr. Griffin:

This letter, as well as the completed 20:1 checklist for airport authorities and/or managers (*Attachment A*), is in response to your July 2, 2020 e-mail (*Attachment B*). Your correspondence cited potential TERPS 20:1 OIS penetrations relative to the instrument approach procedures for OWD's runways 17, 35 and 28.

The obstacle penetration spreadsheets which accompanied your July 2<sup>nd</sup> e-mail have since been reviewed by my office and that of our engineering/planning firm, *DuBois & King*. I also understand that *DuBois & King's* Senior Project Manager, Jeff Adler, has had several conversations with you to verify the 20:1 OIS penetrations. As you know from your discussions with Mr. Adler, *DuBois & King* has just completed an FAA-funded AGIS survey of our airport, which specifically studied OWD's protected surfaces in light of possible penetrations.

Please feel free to contact me at any time.



Sincerely,

*Russ Maguire*

Russ Maguire, Manager  
Norwood Memorial Airport

Encl.: *Attachment A*: Completed 20:1 checklist for airport authorities and/or managers  
*Attachment B*: 7/2/20 e-mail from E. Griffin to R. Maguire

Cc: *Norwood Airport Commission, DuBois & King*

# **ATTACHMENT A**



## 20:1 Checklist for Airport Authorities and/or Managers

### Norwood Memorial Airport Norwood, MA KOWD

**Checklist must be received by Eastern Flight Procedures Team  
by **ASAP****

Please review Enclosure 2, 20:1 Obstacle List, and answer the questions below.  
(Use additional pages if necessary to respond)

	Yes	No	If "No", skip the rest of the checklist, sign and return.
1. Do you desire to retain/establish night minimums?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. If you believe that the obstacle data on the attached "20:1 Obstacle List" is incorrect ( <b>Invalid</b> ), please list the discrepancies and provide supporting documentation (e.g. recent airport obstacle survey data, updated Airport Layout Plan (ALP), photos, etc.)			
3. If <b>Valid</b> , for each obstacle, describe the plan to remove, lower, or light the obstacle. If these options are not possible, please explain why.  - Be very specific with each obstacle; - If additional space is needed, please attach a separate sheet document. Be sure to include your RWY and Airport ID at the top of the page.  Include issues such as: reasons you cannot remove an obstacle. (e.g., tree is on private property/owner will not agree to removal, tree historical and cannot be removed/lowered, building cannot be removed, however coordination for obstacle light planned, proposed to be lighted on/before {date}, etc.).  Describe the time frame when mitigation can be completed. (e.g., tree removal on private property in litigation which can take up to 1 year before approval, contacting building owner to coordinate/plan obstacle lighting and should have approval by {date}, etc.)  Should you have a large group of trees, list the group and describe plan of action. (e.g., tree group {list trees} scheduled to be removed {date}, etc.)  In many cases, a tree is located within a stand of	1. The RW 35 approach vegetative obstructions are low and will be removed within the next two months. The penetration is listed below.  25-059717  2. The RW 17 approach obstructions are located off airport property. The airport will work with the property owner to hopefully gain permission to remove or top the trees. The penetrations are listed below  25-021258 25-062593 25-059171  3. The RW 28 penetrations listed below will be removed as part of an AIP project hopefully next year  25-062087 25-021306 25-021304 25-061472 25-060646 25-021305 25-021313 25-061206 25-021314 25-062843		



⑤

<p>trees. EFPT recommends the airport authority remove or lower any and all trees in the vicinity of the "single tree" that is listed on the 20:1 OIS penetration list. Do this in accordance with the below referenced Engineering Brief No. 91 AIRPORTS MEMO, Nov 15, 2013, in order for the Airport Authority to verify the entire 20:1 OIS is clear of penetrating trees.</p>			
<p>4.</p>			
<p>5. Do you request use of the VGSI to mitigate the hazard associated with the unlit obstacle(s)? <i>Note: The FAA does not guarantee approval of night IFR operations based on VGSI but will consider this request on a case-by-case basis.</i></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>	<p>If "Yes", on which runway(s)? For the remaining questions, provide answers for each runway on which you are requesting VGSI mitigation. If "No", skip the rest of the checklist, sign and return.</p>
<p>6. List the runways that have installed/operational VGSI's</p>			
<p>7. Is/are the VGSI Obstacle Clearance Surface(s) clear?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>	
<p>8. Who owns the VGSI equipment? (e.g. Airport, FAA, etc.)</p>			
<p>9. Date VGSI equipment was commissioned?</p>	<p>Provide VGSI commissioning/Flight Inspection document</p>		
<p>10. Did FAA Flight Inspection commission the VGSI?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>	<p>If "No", who commissioned the VGSI (e.g. FAA Engineering Support Group, 3<sup>rd</sup> Party provider, etc.).</p>
<p>11. What is the commissioned VGSI Glide Path Angle (GPA)?</p>			
<p>12. What is the commissioned VGSI Threshold Crossing Height (TCH)?</p>			
<p>13. Does the VGSI equipment currently meet obstruction clearance standards?</p> <p>FAA Order 6850.2, <i>Visual Guidance Lighting Systems</i>, and Advisory Circular (AC) 150/5340-30G, <i>Design and Installation Details for Airport Visual Aids</i>, describes standard VGSI installation. Contact FAA Operations Engineering Support Group (425-227-2345) or the company that installed the VGSI for further information.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>	<p>If "No", describe the plan to bring the VGSI within standard.</p>
<p>14. Describe, in detail, your airport's VGSI maintenance program, to include, but not limited to, the following. (If additional space is needed, please attach a separate sheet document. Be sure to include your RWY and Airport ID at the top of the</p>			

(F)

<p>page. needed):</p> <ul style="list-style-type: none"><li>- VGSI siting angle is verified accurate and meets standards,</li><li>- VGSI obstacle-free approach plane is clear,</li><li>- VGSI lighting is adequate,</li><li>- VGSI surface inspection plan,</li><li>- Date of last VGSI Inspection,</li><li>- Provide a copy of your VGSI inspection log,</li><li>- If trees were trimmed to ensure OIS is clear, how often is/are the trees monitored for additional growth?,</li><li>- If obstacles were marked/lighted, how often will the markings/lights be inspected?</li></ul> <p>Advisory Circular (AC) 150/5340-26B, <i>Maintenance of Airport Visual Aid Facilities</i>, provides recommended guidelines for VGSI maintenance.</p>	
15. Provide any additional information that will assist the FAA in making their approval determination.	

Russ Maguire, Airport Manager, Norwood Memorial Airport (OWD)  
Printed Name and Title of Airport Authority

Russ Maguire  
Signature

Date: 7/17/20

**POINT OF CONTACTS:**

20:1 Mitigation Specialist: Ed Griffin, Email: [edward.cjr.griffin@faa.gov](mailto:edward.cjr.griffin@faa.gov), Phone: (404) 305-5978  
State FPT Specialist: XXXX, Email: [XXXX@faa.gov](mailto:XXXX@faa.gov), Phone: (404) 305-59XX

**References:**

Engineering Brief (EB) #91 – Management of Vegetation in the Airport Environment  
[http://www.faa.gov/airports/engineering/engineering\\_briefs/](http://www.faa.gov/airports/engineering/engineering_briefs/)

Advisory Circular (AC) 70/7460-1 Obstruction Marking and Lighting  
[https://www.faa.gov/regulations\\_policies/advisory\\_circulars/index.cfm/go/document.current/documentNumber/70\\_7460-1](https://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.current/documentNumber/70_7460-1)

Code of Federal Regulations (CFR) Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*  
[eCFR — Code of Federal Regulations](#)

FAA Order 8260.3, *United States Standard for Terminal Instrument Procedures (TERPS)*  
[http://www.faa.gov/regulations\\_policies/orders\\_notices/index.cfm/go/document.list?omni=OrdersNotices&q=8260.3&documentTypeDLlist=2%2C3&display=all&parentTopicID=0&documentNumber=](http://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.list?omni=OrdersNotices&q=8260.3&documentTypeDLlist=2%2C3&display=all&parentTopicID=0&documentNumber=)

G

Joint Order (JO) 6850.2, *Visual Guidance Lighting Systems*

<http://www.faa.gov/documentLibrary/media/Order/FINAL%20FAA%20Order%206850.2B.pdf>

Advisory Circular (AC) 150/5340-26, *Maintenance of Airport Visual Aid Facilities*

[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/index.cfm/go/document.information/documentID/1024806](http://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.information/documentID/1024806)

Advisory Circular (AC) 150/5340-30, *Design and Installation Details for Airport Visual Aids*

[https://www.faa.gov/airports/resources/advisory\\_circulars/index.cfm/go/document.current/documentNumber/150\\_5340-30](https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30)



(H)

## **ATTACHMENT B**



7/17/2020

Zimbra

Zimbra

rmaguire@norwoodma.gov

**FW: OWD - NORWOOD MUNI - NORWOOD, MA**

**From :** Griffin, Edward CTR (FAA)  
<Edward.CTR.Griffin@faa.gov>

Thu, Jul 02, 2020 05:30 AM

**Subject :** FW: OWD - NORWOOD MUNI - NORWOOD, MA

4 attachments

**To :** rmagulre@norwoodma.gov

**Cc :** Newton, Carl V (FAA) <carl.v.newton@faa.gov>

Mr. Magulre,

This email notification is from the Eastern Flight Procedures Team (EFPT) for TERPS 20:1 Obstacle Identification Surface (OIS) Visual Area Penetrations. We have included four attachments:

1. Please see the Notification Letter signed by the EFPT Manager. During review of the Instrument Approach Procedures (IAPs) at Norwood Municipal Airport (OWD) Norwood, MA, 02062, the FAA identified obstacles that penetrate TERPS 20:1 OIS of IAP's for Runways 17/35 & 28.
2. See the attached three Obstacle Penetration Spreadsheets (.xls) for OWD. Verify whether the obstacles on the spreadsheets are valid or invalid. "Valid" would indicate you agree the obstacle is in the location provided and at approximately the height indicated. "Invalid" would indicate the obstacle does not exist or has been removed, lowered, lighted, etc. **You are allowed 30 calendar days (from the date of this Notification) to verify (that is - to validate and/or invalidate the obstacles on this spreadsheet) the 20:1 OIS penetrations. Please mark Column "H" on the spreadsheets as either "V" for Valid or "I" for Invalid and return to the below specialists.**
3. To assist you with geo-referencing, we have attached a kmz file (kmz). Open kmz file using Google Earth.
4. **Finally, we have attached a 20 to 1 Checklist for Airport Authorities and/or Managers (.docx).** Please thoroughly complete each applicable item. This checklist also identifies your EFPT points of contact; all are cc'd with this email.
  - a. EFPT 20:1 Mitigation Team: Ed Griffin, Email: [edward.ctr.griffin@faa.gov](mailto:edward.ctr.griffin@faa.gov), Phone: (404) 305-5978.
  - b. Your EFPT Instrument Flight Procedure (IFP) Specialist is Carl Newton, Email: [carl.v.newton@faa.gov](mailto:carl.v.newton@faa.gov), Phone: (404) 305-5944.
  - c. Our FPT Team Line is always available at (404) 305-5940

Please verify the obstacles as soon as possible, **but no later than 30 calendar days from the date of this notification – July 25, 2020.** In your response, refer to the obstacles as indicated on the attached spreadsheets.

3

7/17/2020

Zimbra

Regards,

Ed Griffin  
TERPS Specialist, AJV--E24  
1701 Columbia Ave  
College Park, GA 30337  
Office: (404) 305-5978  
Cell: (678) 787-9524  
[edward.ctr.griffin@faa.gov](mailto:edward.ctr.griffin@faa.gov)  
*NISC... "Success through Excellence, Innovation, and Teamwork"*

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 **OWD - SFCs & OBSTs.kmz**  
3 KB

 **RWY 17 - 20 TO 1 & CIRC PENS.xls**  
273 KB

 **RWY 28 - 20 TO 1 & CIRC PENS.xls**  
269 KB

 **RWY 35 - 20 TO 1 & CIRC PENS.xls**  
248 KB

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## The TOWN OF NORWOOD

Commonwealth of Massachusetts

### **Norwood Memorial Airport**

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

OFFICE ADDRESS

111 Access Road  
Norwood, MA 02062

MAILING ADDRESS

111 Access Road  
Norwood, MA 02062

August 10, 2020

Massachusetts Department of Transportation/Aeronautics Division  
Attn: Jeffrey De Carlo, Ed.D, PMP, ATP — Administrator  
Logan Office Center  
1 Harborside Drive, Suite 205-N  
East Boston, MA 02128

**RE: MassDOT's Support of Norwood Memorial Airport (OWD)**

Dear Jeff:

On behalf of the Norwood Airport Commission (NAC), I'd like to send along a very appreciative letter of thanks. In the past year, thanks to MassDOT, our airport has been the beneficiary of some generous grant financing, and this has been matched only by the extraordinary efforts of your staff.

To be specific, with MassDOT's support, we've been able to complete the following projects:

**1. Phase II completion of OWD's airport administration building**

In 2007, work on what would become Norwood Airport's administration building began with its phase I design, and in 2008, its construction as an unconditioned shell structure. For 11 years thereafter, it served as cold storage for the Airport Department's rolling stock and equipment—though the building was designed with a second phase fit-out, and this was reflected for many years in our master plan.

In 2019, phase II of the Norwood Airport project finally kicked off as part of the *Statewide Airport Administration Building Program*. This followed a commitment by MassDOT that allowed the NAC to leverage most of the capital needed to complete the building. The scope of work included a fit-out of some 4,000 square feet in the existing building, with the addition of new mechanical systems, vehicle bays, a mechanic's workshop and downstairs office, plus an interior stairwell. Upstairs, in the newly constructed 2,000 sq. ft. mezzanine, the scope also included a conference/training

room, airport administration and badging offices, along with security and access control upgrades. While adjacent to the upper level, with MassDOT's financial support, we've added a new parking lot with handicapped-accessibility into the administration building. This public space, which is frequented today by many visitors to the airport, now comes complete with landscaped grounds, and it supports both the newly named *Maj. Mark C. Welch Administration Building* and our air traffic control tower.

Simply put: If not for MassDOT, completion of this building would never have been realized. The credit here goes to any number of officials in your department, with a special thank you to your Director of Airport Engineering, Tom Mahoney, who was invested in this project from the outset.

## **2. Saw-cutting and crack-sealing of runway 10/28, and taxiways C, F and G**

The airport's secondary runway, runway 10/28, was re-constructed in 1995, and in the years since, airport management has—with consistent support from MassDOT—maintained the runway's conditions through a variety of crack-sealing and markings projects. This year, to help extend the runway's life cycle, MassDOT agreed to provide 100% financing for a special saw-cutting/sealing project; plus, follow-on work that included the re-marking of runway 10/28 and its connecting taxiways. This would not have been possible without Owen Silbaugh, who planned the project and then remained on-site to ensure that it was effectively carried out. A special thanks should also be extended to *Stantec*, and its engineer, Bob Dunn, who worked very closely with both Owen and the contractor.

For airport managers, I can't say enough about the high value of these MassDOT-funded pavement maintenance projects.

## **3. Procurement of vegetation management equipment**

Like most airports in Massachusetts, much of OWD sits in wetlands. Over the years, this has challenged our best efforts to control and maintain the vegetation, which otherwise grows unabated adjacent to our runways and taxiways. This year, thanks to Nate Rawding and Mike Garrity, we received two pieces of equipment with 100% MassDOT funding. The *Marsh Master*, specifically, is a piece of equipment designed to operate in these hard-to-access areas. In fact, several years ago, OWD was the test bed when MassDOT initially considered this piece of equipment. At that time, the *Marsh Master* performed so well that other airport managers also began to consider it for their inventories. MassDOT has since made this a reality—again, largely through the direct efforts of Nate and Mike. It should also be noted that MassDOT lent similar support when OWD recently procured a zero-turn, battery-powered mower.



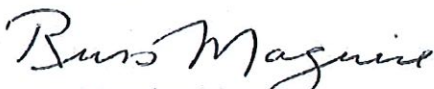
(M)

#### 4. Obstruction Analysis of Runway 17/35 and Runway 28

In June, FAA Flight Procedures brought to our attention some possible vegetative obstructions in the 20:1 protected surfaces of runways 28, 17 and 35. Ironically, through our engineering firm, *DuBois & King*, we had just completed an AIP-funded AGIS project to map, in part, any such obstructions. *DuBois & King* has since worked directly with FAA to narrow down which data points are actual penetrations. To offer similar assistance, MassDOT's Drew Mihaly, has also been a great resource. In fact, last month, Drew—along with Ed Gomez and Chris Graziosa—spent time at OWD, flying a UAS over the three runway ends. We expect this work to help corroborate *DuBois & King's* efforts, providing us with a more complete understanding of our airspace, and what penetrations will need to be addressed.

Of course, for all of this direct support, we know that a team effort is required, with MassDOT officials working behind the scenes throughout the year. And these folks are just as important to the overall effort. So, in closing, I'd also like to recognize Denise Garcia, Steve Rawding, Lorraine Bohannon and Rudy Giannandrea—all who have had a direct impact on our success this past year.

Sincerely,



Russ Maguire, Manager  
Norwood Memorial Airport

Cc: Norwood Airport Commission



(2)

## FAA CONTRACT TOWER - AIRPORT OPERATIONS COUNT RECORD

Facility Name: Norwood

Location: Norwood, MA

Mo. 0 | 7 | Yr. 2 | 0 | Location Ident. 0 | W | D

Airport Operations Count

Facility Operating Hours → 1 | 5 | 0

ITINERANT														LOCAL			Total Airport Operations
IFR						VFR											
Day	AC	AT	GA	MI	Total IFR Itinerant Ops	AC	AT	GA	MI	Total VFR Itinerant Ops	Civil	Military	Total Local Ops				
01		5	16		21		4	29		33	56		56	110			
02		8	9		17			148		148	128		128	293			
03		12	17		29			9		9	44		44	82			
04			18		18		2	50		52	4		4	74			
05		6	31		37		1	81		82	78		78	197			
06		3	27		30		3	90		93	76		76	199			
07		2	13		15		10	101		111	78		78	204			
08		7	16		23		4	46		50	46		46	119			
09		6	9		15		6	106		112	84		84	211			
10		9	8		17		5	35		40	20		20	77			
11		5	16		21		2	67		69	54		54	144			
12		6	11		17		1	124		125	54		54	196			
13		3	4		7		4	79		83	72		72	162			
14		6	10		16		5	64		69	100		100	185			
15		9	31		40		6	66		72	136		136	248			
16		11	16		27		5	134		139	76		76	242			
17		9	20		29			23		23	28		28	80			
18		7	11		18		1	155		156	68		68	242			
19		11	11		22		3	128		131	110		110	263			
20		6	7		13		5	83		88	228		228	329			
21		4	3		7		20	113		133	120		120	260			
22		6	12		18		15	71		86	194		194	298			
23		14	9		23		3	37		40	20		20	83			
24		8	17		25		4	135		139	136		136	300			
25		8	10		18		2	115		117	96		96	231			
26		13	9		22		7	86		93	100		100	215			
27		3	10		13		9	116		125	160		160	298			
28		3	5		8		11	91		102	56		56	166			
29		1	5		6		14	77		91	86		86	183			
30		18	12		30		12	96		108	94		94	232			
31		11	23		34		1	136		137	166		166	337			
Total		220	416		636		165	2691		2856	2768		2768	6260			

0

# FAA CONTRACT TOWER OVERFLIGHT SUMMARY RECORD

Facility Name

Norwood

Location:

Norwood, MA

Mo.

0 | 7

Yr.

2 | 0

Loc Ident

0 | W | D

## OVERFLIGHT COUNT

Day	IFR OVERFLIGHTS					VFR OVERFLIGHTS					Total Overflights
	AC	AT	GA	MI	Total	AC	AT	GA	MI	Total	
01							2	4		6	6
02							6	34		40	40
03											
04							2	4		6	6
05							4	24		28	28
06							4	6		10	10
07							8	14		22	22
08							2	2		4	4
09							14	16	4	34	34
10							2	6		8	8
11								16		16	16
12								12	2	14	14
13							6	12		18	18
14							14	8		22	22
15							4	22	2	28	28
16							6	12		18	18
17								6		6	6
18							2	8		10	10
19							2	2		4	4
20							2	14	4	20	20
21							30	34		64	64
22							4	14		18	18
23							4			4	4
24							8	18		26	26
25							4	10		14	14
26								12		12	12
27							10	12		22	22
28							6	6		12	12
29							6	10		16	16
30							4	8	4	16	16
31								36	2	38	38
Total							156	382	18	556	556