

**NEW BUSINESS/ACTION  
ITEMS**

**6-11-12**



89 Rocky Meadow Street  
Middleborough, Massachusetts 02346-3011

774-766-4166  
www.giogroup.com

June 5, 2012

Mr. Andrew Bagas, Director  
Middleborough Department of Public Works  
48 Wareham Street  
Middleborough, MA 02346

Re: Wood Street Culvert Replacement – Award Recommendation

Dear Mr. Bagas:

On May 24, 2012, we received bids for the Wood Street Culvert Replacement project. Three bids were submitted and are summarized on the enclosed Tabulation of Bids. A low bid in the amount of \$238,000 was submitted by C. Naughton Corporation of Weymouth, MA.

We have reviewed the bids for mathematical accuracies, submitted references and supporting documentation and recommend award of the contract to C. Naughton Corporation in the amount of \$238,000.

Upon a vote by the Board of Selectmen to award the contract, please date page 440-1 and have the Town Manager sign page 440-2 on the four copies of the Notice to Award and forward them back to this office for formal execution of the Acceptance of Notice by the Contractor.

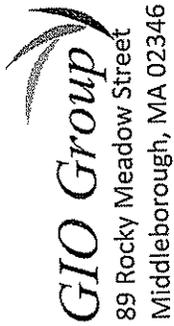
Please call if you have any question.

Very truly yours,

A handwritten signature in black ink, appearing to read "B. P. Giovanoni".

Brian P. Giovanoni, P.E.

GIO Group, Inc.  
enc.



**Tabulation of Bids for  
Wood Street Culvert Replacement and Appurtenanat Work  
Middleborough, Massachusetts - Contract 2012-2**

Item	Description of Bid Item	Payment Measurement	C. Naughton Corp. Weymouth, MA		SumCo Eco-Contracting, LLC Salem, MA		C.N. Corp Fall River	
			Item Bid Price	Item Amount	Item Bid Price	Item Amount	Item Bid Price	Item Amount
1	Mobilization and demobilization for Wood Street Culvert Replacement	Lump Sum	\$ 10,000.00	\$ 10,000.00	\$ 9,210.50	\$ 9,210.50	\$ 19,000.00	\$ 19,000.00
2	Demolition and disposal of the existing culvert and site, associated earthwork, concrete structures, guardrails and pavement	Lump Sum	20,000.00	20,000.00	176,433.38	176,433.38	45,000.00	45,000.00
3	Furnish and Install Precast Concrete Box Culvert	Lump Sum	150,000.00	150,000.00	85,271.00	85,271.00	195,000.00	195,000.00
4	Appurtenances	Lump Sum	27,000.00	27,000.00	87,094.16	87,094.16	45,000.00	45,000.00
5	Water Diversion and Erosion Control	Lump Sum	20,000.00	20,000.00	9,366.50	9,366.50	35,000.00	35,000.00
6	Wetland Replication	Lump Sum	10,000.00	10,000.00	7,004.73	7,004.73	40,000.00	40,000.00
7	Miscellaneous Work	Lump Sum	1,000.00	1,000.00	10,370.00	10,370.00	20,000.00	20,000.00
		Calculated Total	\$ 238,000.00		\$ 384,750.27		\$ 399,000.00	
		Bidders Written Total	\$ 238,000.00		\$ 384,750.27		\$ 399,000.00	

SECTION 00440  
NOTICE OF AWARD

TO: **C. Naughton Corp.**  
**48 Dorothea Drive**  
**Weymouth, MA 02188**

Project Description: **WOOD STREET CULVERT REPLACEMENT**  
**MIDDLEBOROUGH, MA – CONTRACT 2012-2**

The OWNER has considered the Bid submitted by you on **May 24, 2012**, for the above described Work in response to its Advertisement for Bid and Information for Bidders.

You are hereby notified that your Bid has been accepted for the **TOTAL SUM PRICE** of **\$238, 000**

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Labor and Materials Bonds and certificates of insurance within fourteen (14) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within the fourteen (14) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Security. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged ACCEPTANCE OF NOTICE to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**FOR THE OWNER:**

\_\_\_\_\_  
Town Manager  
Middleborough, MA

**ACCEPTANCE OF NOTICE**

Receipt of the Notice of Award is hereby acknowledged by:

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

By \_\_\_\_\_

Title \_\_\_\_\_

END OF SECTION

**MEMORANDUM OF AGREEMENT BETWEEN  
TOWN OF MIDDLEBOROUGH  
AND  
AFSCME COUNCIL 93, LOCAL 1700  
("Middleborough Clerical/COA Union")**

**DATED: May 31, 2012**

**The Town reserves the right to withdraw this offer if it is not ratified by the Union before June 11, 2012**

The Town of Middleborough and AFSCME Council 93, Local 1700 ("Middleborough Clerical/COA Union") hereby agree that the parties' 2010-2012 Agreement will be extended for one year, through June 30, 2013, with the changes agreed to by the parties' negotiating teams and set forth below. This offer and Agreement shall be considered **off-the-record** until ratified by the Union's membership and the Board of Selectmen. The bargaining teams shall sponsor and support such ratification.

If ratified by both parties' principals and Town Meeting funds it, a new comprehensive Collective Bargaining Agreement shall be drafted which incorporates the material terms of this Agreement into the unchanged provisions, that have not been rendered moot, of the MOA for the 2010-2012 Contract and the 2007-2010 Contract. Failing ratification by both parties' principals and funding by Town Meeting, the Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions.

Unless otherwise specified, all the changes set forth below will take effect July 1, 2012.

**1. ARTICLE IX-HOURS OF WORK-**

a. Section 9- insert the following at the end of the first paragraph:

"Employees who work on a Sunday as the result of a facility rental will be paid at a rate of two (2) times their regular hourly rate for all hours worked."

2. **ARTICLE XIX-SALARIES-**

- a. Section 1- Effective the first full pay period after July 1, 2012, the wage schedule will be increased by 2% (two percent).

3. **ARTICLE XXI- HEALTH AND WELFARE-**

- a. Insert the following in place of the existing language:

“A. The Town’s contribution to the PPO plan it offers will be 60% (sixty percent) of the monthly premium. The Town’s contribution to the HMO plan it offers will be 80% (eighty percent) of the monthly premium. Except for the Town’s contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage

B. The April, 2012 Memorandum of Agreement By and Between the Town of Middleborough and the Middleborough Public Employee Committee is incorporated by reference. (“PEC Agreement”).

The reimbursement of the amounts described in the PEC Agreement will be done under a reimbursement procedure established by the Treasurer/Collector’s office. Compliance with the procedure is a condition precedent for reimbursement.

The Town and the Union agree to work together to encourage bargaining unit employees to participate in Town-sponsored health and wellness activities, including but not limited to seminars, workshops, exercise and diet programs, screenings, health risk assessments, etc.

C. The Town will make available and pay the administrative costs for a Flexible Spending Account (FSA) that covers medical expenses and dental care.

4. **ARTICLE XXVIII- TERMINATION** – p. 26

Section 1 - Change to read as follows: “The term of this Agreement shall be from July 1, 2012 through June 30, 2013.

5. The Union acknowledges that the Town has met any notice and bargaining obligation re: its intention to once again fill the position of Assistant Town Clerk in the Town Clerk’s office.

MIDDLEBOROUGH CLERICAL/COA  
UNION

TOWN OF MIDDLEBOROUGH

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DATED:

DATED:

THESE PROPOSALS ARE PRESENTED FOR THE SOLE PURPOSE OF NEGOTIATING A SUCCESSOR CONTRACT. THE TOWN RESERVES THE RIGHT TO WITHDRAW OR MODIFY THE PROPOSALS AT ANY TIME. THESE PROPOSALS ARE PRESENTED WITH THE EXPRESS CONDITION THAT THEY CANNOT BE USED TO PREJUDICE IN ANY MANNER THE TOWN'S POSITION IN ANY PENDING OR FUTURE MATTER. NO PROPOSAL IS A CONCESSION BY THE TOWN OF ANY LIMITATION ON ITS EXISTING RIGHTS UNDER THE COLLECTIVE BARGAINING AGREEMENT OR OTHERWISE CONCERNING THE SUBJECT MATTER COVERED BY THE PROPOSAL. NO PROPOSAL IS A CONCESSION THAT THE TOWN HAS A BARGAINING OBLIGATION PRIOR TO IMPLEMENTING THE SUBSTANCE OF THE PROPOSAL.

**MEMORANDUM OF AGREEMENT BETWEEN  
TOWN OF MIDDLEBOROUGH  
AND  
THE GENERAL MUNICIPAL EMPLOYEES GROUP  
("GMEG")**

**DATED: May 31, 2012**

**The Town reserves the right to withdraw this offer if it is not ratified by the Union before June 11, 2012**

The Town of Middleborough and the General Municipal Employees Group ("GMEG") hereby agree that the parties' 2010-2012 Agreement will be extended for one year, through June 30, 2013, with the changes agreed to by the parties' negotiating teams and set forth below. This offer and Agreement shall be considered **off-the-record** until ratified by the GMEG's membership and the Board of Selectmen. The bargaining teams shall sponsor and support such ratification.

If ratified by both parties' principals and Town Meeting funds it, a new comprehensive Collective Bargaining Agreement shall be drafted which incorporates the material terms of this Agreement into the unchanged provisions, that have not been rendered moot, of the MOA for the 2010-2012 Contract and the 2007-2010 Contract. Failing ratification by both parties' principals and funding by Town Meeting, the Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions.

Unless otherwise specified, all the changes set forth below will take effect July 1, 2012.

**1. ARTICLE 17-SALARIES-**

- a. Section 1-** Effective the first full pay period after July 1, 2012, the wage schedule will be increased by 2% (two percent).

2. **ARTICLE 22- HEALTH INSURANCE-**

a. Insert the following in place of the existing language:

“A. The Town’s contribution to the PPO plan it offers will be 60% (sixty percent) of the monthly premium. The Town’s contribution to the HMO plan it offers will be 80% (eighty percent) of the monthly premium. Except for the Town’s contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage

B. The April, 2012 Memorandum of Agreement By and Between the Town of Middleborough and the Middleborough Public Employee Committee is incorporated by reference. (“PEC Agreement”).

The reimbursement of the amounts described in the PEC Agreement will be done under a reimbursement procedure established by the Treasurer/Collector’s office. Compliance with the procedure is a condition precedent for reimbursement.

The Town and the Union agree to work together to encourage bargaining unit employees to participate in Town-sponsored health and wellness activities, including but not limited to seminars, workshops, exercise and diet programs, screenings, health risk assessments, etc.

C. The Town will make available and pay the administrative costs for a Flexible Spending Account (FSA) that covers medical expenses and dental care.

4. **ARTICLE 24- TERMINATION –**

The term of this Agreement shall be from July 1, 2012 through June 30, 2013.

5. If the Town voluntarily grants to the employees of any other Town side bargaining unit (DPW, Police Patrolmen, Police Superiors, Fire, Clerical/COA, or Library) a wage increase or other increase in monetary compensation in Fiscal Year 2013 that is greater than that provided to GMEG, GMEG may request to resume negotiations on that item(s) only.

GENERAL MUNICIPAL EMPLOYEES GROUP

TOWN OF MIDDLEBOROUGH

*[Handwritten signature]*  
*[Handwritten signature]*  
 Virginia Matyusians  
*[Handwritten signature]*  
 6/16/12

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DATED:

DATED:

THESE PROPOSALS ARE PRESENTED FOR THE SOLE PURPOSE OF NEGOTIATING A SUCCESSOR CONTRACT. THE TOWN RESERVES THE RIGHT TO WITHDRAW OR MODIFY THE PROPOSALS AT ANY TIME. THESE PROPOSALS ARE PRESENTED WITH THE EXPRESS CONDITION THAT THEY CANNOT BE USED TO PREJUDICE IN ANY MANNER THE TOWN'S POSITION IN ANY PENDING OR FUTURE MATTER. NO PROPOSAL IS A CONCESSION BY THE TOWN OF ANY LIMITATION ON ITS EXISTING RIGHTS UNDER THE COLLECTIVE BARGAINING AGREEMENT OR OTHERWISE CONCERNING THE SUBJECT MATTER COVERED BY THE PROPOSAL. NO PROPOSAL IS A CONCESSION THAT THE TOWN HAS A BARGAINING OBLIGATION PRIOR TO IMPLEMENTING THE SUBSTANCE OF THE PROPOSAL.

		GMEG												
		FY '13										2% Increase		
EMPLOYEE PASTEP CHART														
DIRECTOR	Steps	1	2	3	4	5								
		41.9720	43.2313	44.5284	45.8642	47.2402								
DEPARTMENT HEAD	Steps	1	2	3	4	5	6	7	8	9				
		34.1272	35.1510	36.2056	37.2917	38.4105	39.5627	40.7497	41.9722	43.2313				
TECHNICAL SERVICES	Steps	1	2	3	4	5	6	7	8	9				
		26.1558	26.9403	27.7486	28.5810	29.4384	30.3216	31.2312	32.1683	33.1332				
ADMINISTRATIVE SERVICES	Steps	1	2	3	4	5	6	7	8	9				
		25.3939	26.1558	26.9403	27.7485	28.5810	29.4384	30.3216	31.2312	32.1683				
SKILLED SERVICES	Steps	1	2	3	4	5	6	7	8	9				
		19.3997	19.9816	20.5811	21.1986	21.8345	22.4896	23.1642	23.8591	24.5749				
SUPPORT SERVICES	Steps	1	2	3	4	5	6	7	8	9				
		17.7484	18.2808	18.8292	19.3941	19.9759	20.5752	21.1925	21.8283	22.4831				

**MEMORANDUM OF AGREEMENT BETWEEN TOWN OF  
MIDDLEBOROUGH AND AFSCME COUNCIL 93, LOCAL 1700  
("Middleborough DPW Union")**

**Dated: May 31, 2012**

**The Town reserves the right to withdraw this offer if it is not ratified by the Union before: June 11, 2012**

The Town of Middleborough and AFSCME Council 93, Local 1700 ("Middleborough DPW Union") hereby agree that the parties' 2010-12 Agreement will be extended for one year, through June 30, 2013, with the changes agreed to by the parties' negotiating teams and set forth below. This offer and Agreement shall be considered **off-the-record** until ratified by the Union's membership and the Board of Selectmen. The bargaining teams shall sponsor and support such ratification.

If ratified by both parties' principals and Town Meeting funds it, a new comprehensive Collective Bargaining Agreement shall be drafted which incorporates the material terms of this Agreement into the unchanged provisions, which have not been rendered moot, of the MOA for the 2010-2012 Contract, as amended, and the 2008-2010 Contract. Failing ratification by both parties' principals and funding by Town Meeting, the Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions. Unless otherwise specified, all the changes set forth below will take effect July 1, 2012.

**1. ARTICLE 14-SICK LEAVE –**

- a. Section G. Change "may" to "shall" in the first two sentences of that paragraph.

2. **ARTICLE 16-FUNERAL LEAVE** –

- a. Change “may” to “shall” in the second sentence of that paragraph.

3. **ARTICLE 17-SALARIES** -

- a. The current salary schedule will be increased 2% (two percent) effective the first full pay period after July 1, 2012.
- b. Establish a “General Foreman” job title in a Grade 2 classification with the following Steps:

Grade	Step					
	1	2	3	4	5	6
2	23.7888	24.5134	25.2379	26.0063	26.7857	27.5872

These amounts will also be increased by 2% (two percent) effective the first full pay period after July 1, 2012.

- c. Add a Section 6 that reads as follows: “A member of the bargaining unit who is appointed to a position in a higher grade will be placed on the Step in the new position which assures the member of least a 3% (three percent) increase.”

4. **ARTICLE 18- HEALTH AND WELFARE** -

- a. Delete existing language and insert in its place:

“A. The Town’s contribution to the PPO plan it offers will be 60% (sixty percent) of the monthly premium. The Town’s contribution to the HMO plan it offers will be 80% (eighty percent) of the monthly premium. Except for the Town’s contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage

B. The April, 2012 Memorandum of Agreement By and Between the Town of Middleborough and the Middleborough Public Employee Committee is incorporated by reference. (“PEC Agreement”).

The reimbursement of the amounts described in the PEC Agreement will be done under a reimbursement procedure established by the

Treasurer/Collector's office. Compliance with the procedure is a condition precedent for reimbursement.

The Town and the Union agree to work together to encourage bargaining unit employees to participate in Town-sponsored health and wellness activities, including but not limited to seminars, workshops, exercise and diet programs, screenings, health risk assessments, etc.

C. The Town will make available and pay the administrative costs for a Flexible Spending Account (FSA) that covers medical expenses and dental care.”

**5. ARTICLE 22 –MISCELLANEOUS PROVISIONS-**

- a. Section 6- Change “beeper” to “cell phone” in that paragraph
- b. Section 7- Eliminate Section 7 and renumber the following Sections.
- c. Section 10- Relocate the last three paragraphs of this Section to Section 9.

**6. ARTICLE 27-TERMINATION- Section 1- Change to read as follows:**

“This Agreement shall remain in effect through June 30, 2013. At that time, either party may terminate this Agreement provided such termination is transmitted through U.S. Mail to the responsible signatories to the Agreement. In no case may a termination notice be sent less than ninety (90) days prior to the above termination date.

MIDDLEBOROUGH DPW UNION

TOWN OF MIDDLEBOROUGH

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DATED:

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DATED:

THESE PROPOSALS ARE PRESENTED FOR THE SOLE PURPOSE OF NEGOTIATING A SUCCESSOR CONTRACT. THE TOWN RESERVES THE RIGHT TO WITHDRAW OR MODIFY THE PROPOSALS AT ANY TIME. THESE PROPOSALS ARE PRESENTED WITH THE EXPRESS CONDITION THAT THEY CANNOT BE USED TO PREJUDICE IN ANY MANNER THE TOWN'S POSITION IN ANY PENDING OR FUTURE MATTER. NO PROPOSAL IS A CONCESSION BY

THE TOWN OF ANY LIMITATION ON ITS EXISTING RIGHTS UNDER THE COLLECTIVE BARGAINING AGREEMENT OR OTHERWISE CONCERNING THE SUBJECT MATTER COVERED BY THE PROPOSAL. NO PROPOSAL IS A CONCESSION THAT THE TOWN HAS A BARGAINING OBLIGATION PRIOR TO IMPLEMENTING THE SUBSTANCE OF THE PROPOSAL.

**TOWN OF MIDDLEBOROUGH'S OFF THE RECORD OFFER TO**  
**THE MIDDLEBOROUGH PROFESSIONAL FIREFIGHTERS ASSOCIATION**  
**LOCAL 3653**

Dated: May 31, 2012

**The Town reserves the right to withdraw the offer if it is not ratified by the Union on or before: June 11, 2012.**

The Town of Middleborough ("the Town") and the Middleborough Professional Firefighters Association, Local 3653 ("Association") hereby agree that the collective bargaining agreement between the Town and the Association will be extended for one year, July 1, 2012 through June 30, 2013, with the changes agreed to by the parties' negotiating teams and set forth below. This offer and Agreement shall be considered **off-the-record** until ratified by the Association membership and the Board of Selectmen. The bargaining teams shall sponsor and support such ratification.

If ratified by both parties' principals, a new comprehensive Collective Bargaining Agreement shall be drafted which incorporates the material terms of this Agreement and the material terms, that have not been rendered moot., from the parties' MOA for the 2010-2012 Contract and MOA for the 2007-10 Contract, into the unchanged provisions of the 2004-2007 Contract. Failing ratification by both parties' principals, the Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions.

Unless otherwise specified, all the changes set forth below will take effect July 1, 2012.

**1. ARTICLE 8-**

- a. Section 1. Weekly salaries**-Increase salaries by 2 % (two percent) effective the first full pay period after July 1, 2012.

2. **ARTICLE 13, Section 2 - Health Insurance** - Delete existing language and replace with the following:

“A. The Town’s contribution to the PPO plan it offers will be 60% (sixty percent) of the monthly premium. The Town’s contribution to the HMO plan it offers will be 80% (eighty percent) of the monthly premium. Except for the Town’s contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage

B. The April, 2012 Memorandum of Agreement By and Between the Town of Middleborough and the Middleborough Public Employee Committee is incorporated by reference. (“PEC Agreement”).

The reimbursement of the amounts described in the PEC Agreement will be done under a reimbursement procedure established by the Treasurer/Collector’s office. Compliance with the procedure is a condition precedent for reimbursement.

The Town and the Union agree to work together to encourage bargaining unit employees to participate in Town-sponsored health and wellness activities, including but not limited to seminars, workshops, exercise and diet programs, screenings, health risk assessments, etc.

C. The Town will make available and pay the administrative costs for a Flexible Spending Account (FSA) that covers medical expenses and dental care.”

3. **ARTICLE 19, Section 2. Duration of Agreement** - Change dates to reflect one year Contract extension, July 1, 2012-June 30, 2013. Notwithstanding the July 1, 2012-June 30, 2013 term of the Contract, at the request of the Town, the parties will continue to bargain, including during the term, about changing Fire Department dispatching, including without limitation having the work performed by employees outside of the bargaining unit or under a regional dispatching agreement. But, if an agreement on dispatching cannot be reached, neither party waives any right to require the dispute resolution process available through the Joint Labor Management Committee (“JLMC”).

MIDDLEBOROUGH PROFESSIONAL  
FIREFIGHTERS ASSOCIATION

TOWN OF MIDDLEBOROUGH

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DATED:

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DATED:

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