Docusign Envelope ID: DE0F0E11-C597-4C9A-82B5-CF50007551E2

Bid# 8090
Contract# BC-25-8090

Contract for Services
Terms and Conditions

Barnstable County
3195 Main Street
Barnstable, MA 02630

THIS AGREEMENT is made this 19th day of May, 2025 by and between

M&M Trucking 9 Trudy Circle East Dennis Massachusetts 02641
(Contractor's Legal Name and Address)

(hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County and collectively as the "Parties").

The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. **Employment of Contractor.** The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in
Attachment A Consisting of eleven (11) pages including the prevailing wage rates

3. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

4. **Time of Performance.**

7/1/25 (Start Date) 6/30/26 (End Date) 2, 1 year options to renew

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: Town of Chatham

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6. **Payment**:

A. The County shall compensate the Contractor for the services rendered at the rate of $ 565 per load year 1 (e.g., hour, week, quarterly, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly X, Quarterly_____, Other_____ (specify)_____.

D. Reimbursement for Travel and Other Contractor Expenses:

☐ All travel and meals are part of this Contract. No reimbursement will be made.

☐ Contractor will be reimbursed for pre-approved travel in an amount not to exceed $_____. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

☐ Contractor will be reimbursed for OTHER expenses in an amount not to exceed $_____.

☐ OTHER Expenses shall be limited to: _____. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed: $ 169,500.00

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

7. **Certification.** Contractor certifies under the pains and penalties of perjury that pursuant to Mass .Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination.

8. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Contractor or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such an effective date. Type

9. **Termination for Convenience of County.** The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date

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of termination or suspension.

10. **Non-Discrimination in Employment and Affirmative Action.** The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 11246.

11. **Subcontracting.** None of the services to be provided to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

12. **Interest of Members of County and Others.** No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

13. **Conflict of Interest**. Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

14. **Assignability.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

15. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

16. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any

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individual or organization by the Contractor without the prior written approval of the County.

17. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

18. **Political Activity Prohibited.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

19. **Anti-Boycott Warranty.** During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

20. **Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, to which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

21. **Force Majeure**. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include but are not limited to acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

22. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the County, its elected or duly appointed officers, and employees against liability, losses, damages or expenses (including reasonable legal expenses) resulting from any claim based upon to the extent caused by breach of this contract or negligent acts, errors or omissions or willful misconduct of the Contractor, its employees or its agents in providing its service(s) to the County pursuant to the Contract. After prompt notification of a claim by the County, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The County shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law. Notwithstanding the foregoing, Contractor has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Contractor's finally determined percentage of liability as determined by a court of competent jurisdiction.

23. **Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements

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for Federal Awards (2 CFR Part 200 subpart A-F)

24. **Tax Exempt Status.** The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

25. **Headings, Interpretation and Severability**. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

26. **Waiver of Liability.** The Contractor hereby covenants and agrees to waive any and all claims against Barnstable County and release Barnstable County from any liability for Contractor's negligent actions in performing of the Scope of Services.

27. **Amendments.** The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor costs, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

28. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

To the County: Jennifer Frates Chief Procurement Officer
3195 Main Street, Barnstable, MA 02630 jennifer.frates@capecod.gov

To the Contractor: Chrystal Brooke chrystalbrooke@gmail.com
M&M Trucking 9 Trudy Circle East Dennis Massachusetts 02641

Employees of Barnstable County shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized County official.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this date: 6/10/2025

FOR THE COUNTY:

BARNSTABLE COUNTY:

Signed by:
41700372CDAD493...

Sheila Lyons, Chair

FOR THE CONTRACTOR: M&M Trucking

Signed by:
05B2E4D913BA43D...

6/9/2025
Date

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Attachment A
Service Specifications

For the Transportation of Municipal Solid Waste (MSW) from Town Transfer Stations to the Disposal Site for the period of July 1, 2025 through June 30, 2026 with the option to renew for two additional one year periods.

General Information and Bid Submission Requirements

Under Massachusetts General Laws, Chapter 30B, section 1 (b)(30), a contract for the collection, transportation, receipt, processing or disposal of solid waste, recyclable or compostable materials is exempt from the public bid laws of the Commonwealth of Massachusetts. As such the Towns, at their discretion will select the firm that it believes offers the best all-round package for these services. The Towns are utilizing this format in order for all interested firms to provide a proposal based on equal footing so that a more direct comparison can be made among proposals.

This contract is subject to the availability and appropriation of funds. The towns shall cancel this contract if funds are not appropriated or otherwise made available to support continuation of performance during any contract period.

This contract is not an exclusive contract for solid waste transportation.

Purchase Description/Scope of Services

The service to be provided involves the hauling of municipal solid waste from the Town Transfer Stations to the SEMASS facility in Rochester, MA, the Zero Waste Solutions facility in Rochester, MA, or the Yarmouth Barnstable Regional Transfer Station located in South Yarmouth, MA.

- The SEMASS facility operates Monday through Friday, 5:30 a.m. to 5:00 p.m. and is closed Sundays and all legal Massachusetts holidays.
- The Zero Waste Solutions facility operates Monday through Friday 7:00Am to 4:00PM.
- The Yarmouth Barnstable Regional Transfer Station operates Monday through Friday, 7:30 a.m. to 3:30 p.m. and Saturday, 7:00 a.m. to 12:00 p.m. and is closed Sundays and Christmas Day, Thanksgiving Day, New Years Day, and the 4th of July.
- The locations of the Town Transfer Stations, operating schedules, and estimated annual tonnages are located herein.
- The contractor shall provide all labor and equipment required to transport and unload Town-owned trailers having a maximum load capacity of approximately 75-100 cubic yards and a tare weight of approximately 23 tons each.
- It is the sole responsibility of the contractor to research and investigate all aspects of the service described herein so as to fully satisfy him/herself of its nature and extent. The County assumes no liability on behalf of the contractor for failure to adequately comply with this provision.

Equipment

For all Towns the contractor shall provide equipment, specifically dual axle highway tractors, for the purpose of transporting approximately 75 –100 cubic yard refuse trailers. The contractor's tractors shall have 3rd valve hydraulic systems compatible with the Town's trailers. The contractor shall keep the tractors in good working

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order at all times and shall have the capability of providing backup equipment on short notice in the event of primary equipment failure. The contractor shall have and maintain for the term of this agreement, all permits and licenses for the tractors, as may be required by law in order to fulfill the operational intent of this agreement. The trailers are registered by the Towns and the Towns will maintain insurance for equipment while on site.

Trailer Maintenance

THE CONTRACTOR SHALL HAVE MAINTENANCE AND REPAIR RESPONSIBILITY FOR THE FOLLOWING ITEMS:

1. Stop, tail, turn, and clearance lighting
2. Wiring, wiring harness and terminals
3. Tire repair – off site
4. Axle and suspension lubrication
5. Fifth wheel plate
6. Tire replacement as a consequence of driver negligence
7. Hydraulic oil
8. Minor maintenance to trailer ram, as may be required
9. Lubrication and gear oil, as may be required
10. Any trailer component damaged as a consequence of driver negligence
11. Mud flaps
12. Any other maintenance normally considered routine for the type of equipment described herein

Container Maintenance

THE CONTRACTOR SHALL HAVE MAINTENANCE AND REPAIR RESPONSIBILITY FOR THE FOLLOWING ITEMS:

1. Lubrication of roller wheels and door hinges, as may be required
2. Any container damaged as a consequence of driver negligence
3. Any other maintenance normally considered routine for the type of equipment described herein

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEANLINESS OF THE TRAILERS/CONTAINERS. The contractor shall notify the Town promptly and in writing of damage sustained by a trailer/container while in his/her custody and shall bear full responsibility for repair if it is determined that the driver was negligent and/or at fault.

Fuel Adjustment Charge:

In order to protect both the Towns and the Contractor, a fuel adjustment escalation/de-escalation clause is included in this contract.

Fuel prices are recognized as subject to significant upward or downward change during the contract period and the following constitutes the basis for the fuel adjustment clause:

a. The bid is based on a price, as quoted for the Reseller Tank Car Boston Low Price as printed in the Journal of Commerce for diesel fuel on the date of the bid opening. This will be hereafter referred to as the "Base Period Price for Fuel." The Base Period Price for Fuel will be noted in the Bid award of the County Commissioners.

b. If the County chooses to renew the contract, the current price of fuel will be determined on the date the County chooses to renew the contract from the Reseller Tank Car Boston Low as printed in

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the Journal of Commerce. If there is more than a 10% difference between the current price per gallon of fuel and the Base Period Price for Fuel, the price per round trip to Rochester/Yarmouth will be adjusted.

c. The method of adjustment will be based on a formula described in Attachment E. The formula is based on the assumptions that: the round trip miles from each participating town to Rochester/Yarmouth is as listed in the Appendix; and the average mile per gallon of the truck is 7MPG. These assumptions are not subject to negotiation. The County's decision of price adjustments are final.
d. The price per ton round trip to Rochester/Yarmouth will be fixed for each contract year. There will be no mid-year price adjustment for fuel escalation/de-escalation.

Prevailing Wages
This contract is subject to prevailing wages. Rates are attached herein.

Payment Bond
A Payment Bond in the amount of 50% of the full amount of the Contract (estimated tons times the bid price per ton) will be required by the Towns to ensure the faithful performance of the contract. The Payment bond must be executed within 10 days of contact execution.

Prosecution of Work
The contractor shall be required to provide labor and equipment within 24 hours upon a call from the Town for pickup, as may be determined by the Town's representative in accordance with the disposal demand rate and all off loading requirements. Response must be within 24 hours.

Method of Payment
The contractor shall submit invoices to the Town at the end of each calendar month for service performed during that month. The Town shall make payments to the contractor within thirty (30) days upon receipt of the invoice.

Estimated Solid Waste Quantities
The estimated tonnage for each town is contained in the Appendix about one-third of the tonnage and one-third of the total trips are concentrated in the months of June, July and August. These are estimates, however. The Towns shall not be held to any minimum or maximum quantities.

Transfer Station Information

Chatham Transfer Station, 97 Sam Ryder Road, Chatham, MA 02633
Approximately 2,300 tons/year for cans and 3,200 tons/year for trailer
Average weight per trailer/can 10 tons/40 cy compactor can
18 tons/75 cy compactor trailer
Contact: David Lusher – 774-313-1072
Schedule: Open 7 days per week (closed Wednesday in off-season) 8:00 a.m. –4:00p.m.,
Transfer Trailers

Average 300 loads per year

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MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Barnstable County

Contract Number:

City/Town: BARNSTABLE

Description of Work: Barnstable County is soliciting bids from qualified vendors to provide Disposal of Construction, Demolition, and other wastes not acceptable at MSW facilities, from the Towns within the County

Job Location: Varies

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F "rental of equipment" contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets form DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27.The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to http://www.mass.gov/dols/pw.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Issue Date: 04/18/2025 **Wage Request Number:** 20250418-001

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$39.95	$15.57	$0.00	$0.00	$55.52
	06/01/2025	$40.95	$15.57	$0.00	$0.00	$56.52
	12/01/2025	$40.95	$15.57	$0.00	$0.00	$56.52
	01/01/2026	$40.95	$16.17	$0.00	$0.00	$57.12
	06/01/2026	$41.95	$16.17	$0.00	$0.00	$58.12
	12/01/2026	$41.95	$16.17	$0.00	$0.00	$58.12
	01/01/2027	$41.95	$16.77	$0.00	$0.00	$58.72
(3 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$40.02	$15.57	$0.00	$0.00	$55.59
	06/01/2025	$41.02	$15.57	$0.00	$0.00	$56.59
	12/01/2025	$41.02	$15.57	$0.00	$0.00	$56.59
	01/01/2026	$41.02	$16.17	$0.00	$0.00	$57.19
	06/01/2026	$42.02	$16.17	$0.00	$0.00	$58.19
	12/01/2026	$42.02	$16.17	$0.00	$0.00	$58.19
	01/01/2027	$42.02	$16.77	$0.00	$0.00	$58.79
(4 & 5 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$40.14	$15.57	$0.00	$0.00	$55.71
	06/01/2025	$41.14	$15.57	$0.00	$0.00	$56.71
	12/01/2025	$41.14	$15.57	$0.00	$0.00	$56.71
	01/01/2026	$41.14	$16.17	$0.00	$0.00	$57.31
	06/01/2026	$42.14	$16.17	$0.00	$0.00	$58.31
	12/01/2026	$42.14	$16.17	$0.00	$0.00	$58.31
	01/01/2027	$42.14	$16.77	$0.00	$0.00	$58.91
ADS/SUBMERSIBLE PILOT *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2024	$117.16	$10.08	$0.00	$0.00	$127.24
For apprentice rates see "Apprentice- PILE DRIVER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$57.03	$15.55	$0.00	$0.00	$72.58
	06/01/2025	$58.33	$15.55	$0.00	$0.00	$73.88
	12/01/2025	$59.78	$15.55	$0.00	$0.00	$75.33
	06/01/2026	$61.08	$15.55	$0.00	$0.00	$76.63
	12/01/2026	$62.53	$15.55	$0.00	$0.00	$78.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$57.03	$15.55	$0.00	$0.00	$72.58
	06/01/2025	$58.33	$15.55	$0.00	$0.00	$73.88
	12/01/2025	$59.78	$15.55	$0.00	$0.00	$75.33
	06/01/2026	$61.08	$15.55	$0.00	$0.00	$76.63
	12/01/2026	$62.53	$15.55	$0.00	$0.00	$78.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$0.00	$0.00	$71.95
	06/01/2025	$57.68	$15.55	$0.00	$0.00	$73.23
	12/01/2025	$59.12	$15.55	$0.00	$0.00	$74.67
	06/01/2026	$60.40	$15.55	$0.00	$0.00	$75.95
	12/01/2026	$61.84	$15.55	$0.00	$0.00	$77.39
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$58.18	$15.55	$0.00	$0.00	$73.73
	06/01/2025	$59.51	$15.55	$0.00	$0.00	$75.06
	12/01/2025	$60.98	$15.55	$0.00	$0.00	$76.53
	06/01/2026	$62.31	$15.55	$0.00	$0.00	$77.86
	12/01/2026	$63.79	$15.55	$0.00	$0.00	$79.34
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$36.67	$15.55	$0.00	$0.00	$52.22
	06/01/2025	$37.52	$15.55	$0.00	$0.00	$53.07
	12/01/2025	$38.47	$15.55	$0.00	$0.00	$54.02
	06/01/2026	$39.33	$15.55	$0.00	$0.00	$54.88
	12/01/2026	$40.28	$15.55	$0.00	$0.00	$55.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2024	$78.11	$10.08	$0.00	$0.00	$88.19
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A $69.83, 3A $91.79,4A $102.14 Total Rate						
DIVER TENDER *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2024	$51.97	$10.08	$0.00	$0.00	$62.05
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A $54.20, 3A $73.93,4A $82.05 Total Rate						
DIVER TENDER (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2024	$83.69	$10.08	$0.00	$0.00	$93.77
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2024	$117.16	$10.08	$0.00	$0.00	$127.24
For apprentice rates see "Apprentice- PILE DRIVER"						
FORK LIFT/CHERRY PICKER *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$57.03	$15.55	$0.00	$0.00	$72.58
	06/01/2025	$58.33	$15.55	$0.00	$0.00	$73.88
	12/01/2025	$59.78	$15.55	$0.00	$0.00	$75.33
	06/01/2026	$61.08	$15.55	$0.00	$0.00	$76.63
	12/01/2026	$62.53	$15.55	$0.00	$0.00	$78.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$36.67	$15.55	$0.00	$0.00	$52.22
	06/01/2025	$37.52	$15.55	$0.00	$0.00	$53.07
	12/01/2025	$38.47	$15.55	$0.00	$0.00	$54.02
	06/01/2026	$39.33	$15.55	$0.00	$0.00	$54.88
	12/01/2026	$40.28	$15.55	$0.00	$0.00	$55.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$57.03	$15.55	$0.00	$0.00	$72.58
	06/01/2025	$58.33	$15.55	$0.00	$0.00	$73.88
	12/01/2025	$59.78	$15.55	$0.00	$0.00	$75.33
	06/01/2026	$61.08	$15.55	$0.00	$0.00	$76.63
	12/01/2026	$62.53	$15.55	$0.00	$0.00	$78.08

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *OPERATING ENGINEERS - Local 4*

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$31.37	$0.00	$0.00	$0.00	$31.37
2	60	$34.22	$15.55	$0.00	$0.00	$49.77
3	65	$37.07	$15.55	$0.00	$0.00	$52.62
4	70	$39.92	$15.55	$0.00	$0.00	$55.47
5	75	$42.77	$15.55	$0.00	$0.00	$58.32
6	80	$45.62	$15.55	$0.00	$0.00	$61.17
7	85	$48.48	$15.55	$0.00	$0.00	$64.03
8	90	$51.33	$15.55	$0.00	$0.00	$66.88

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$32.08	$0.00	$0.00	$0.00	$32.08
2	60	$35.00	$15.55	$0.00	$0.00	$50.55
3	65	$37.91	$15.55	$0.00	$0.00	$53.46
4	70	$40.83	$15.55	$0.00	$0.00	$56.38
5	75	$43.75	$15.55	$0.00	$0.00	$59.30
6	80	$46.66	$15.55	$0.00	$0.00	$62.21
7	85	$49.58	$15.55	$0.00	$0.00	$65.13
8	90	$52.50	$15.55	$0.00	$0.00	$68.05

Notes:

Apprentice to Journeyworker Ratio:1:6

LABORER *LABORERS - ZONE 2*	12/01/2024	$38.95	$9.90	$0.00	$0.00	$48.85
	06/01/2025	$40.34	$9.90	$0.00	$0.00	$50.24
	12/01/2025	$41.72	$9.90	$0.00	$0.00	$51.62
	06/01/2026	$43.16	$9.90	$0.00	$0.00	$53.06
	12/01/2026	$44.60	$9.90	$0.00	$0.00	$54.50
	06/01/2027	$46.05	$9.90	$0.00	$0.00	$55.95
	12/01/2027	$47.50	$9.90	$0.00	$0.00	$57.40
	06/01/2028	$49.00	$9.90	$0.00	$0.00	$58.90
	12/01/2028	$50.50	$9.90	$0.00	$0.00	$60.40

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *LABORER - Zone 2*

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$23.37	$9.90	$0.00	$0.00	$33.27
2	70	$27.27	$9.90	$0.00	$0.00	$37.17
3	80	$31.16	$9.90	$0.00	$0.00	$41.06
4	90	$35.06	$9.90	$0.00	$0.00	$44.96

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$24.20	$9.90	$0.00	$0.00	$34.10
2	70	$28.24	$9.90	$0.00	$0.00	$38.14
3	80	$32.27	$9.90	$0.00	$0.00	$42.17
4	90	$36.31	$9.90	$0.00	$0.00	$46.21

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY) *LABORERS - ZONE 2 (HEAVY & HIGHWAY)*	12/01/2024	$38.95	$9.90	$0.00	$0.00	$48.85
	06/01/2025	$40.34	$9.90	$0.00	$0.00	$50.24
	12/01/2025	$41.72	$9.90	$0.00	$0.00	$51.62
	06/01/2026	$43.16	$9.90	$0.00	$0.00	$53.06
	12/01/2026	$44.60	$9.90	$0.00	$0.00	$54.50

Apprentice - *LABORER (Heavy & Highway) - Zone 2*

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$23.37	$9.90	$0.00	$0.00	$33.27
2	70	$27.27	$9.90	$0.00	$0.00	$37.17
3	80	$31.16	$9.90	$0.00	$0.00	$41.06
4	90	$35.06	$9.90	$0.00	$0.00	$44.96

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$24.20	$9.90	$0.00	$0.00	$34.10
2	70	$28.24	$9.90	$0.00	$0.00	$38.14
3	80	$32.27	$9.90	$0.00	$0.00	$42.17
4	90	$36.31	$9.90	$0.00	$0.00	$46.21

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OILER (OTHER THAN TRUCK CRANES,GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$25.37	$15.30	$0.00	$0.00	$40.67
	06/01/2025	$25.97	$15.30	$0.00	$0.00	$41.27
	12/01/2025	$26.63	$15.30	$0.00	$0.00	$41.93
	06/01/2026	$27.22	$15.30	$0.00	$0.00	$42.52
	12/01/2026	$27.89	$15.30	$0.00	$0.00	$43.19
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$31.08	$15.30	$0.00	$0.00	$46.38
	06/01/2025	$31.80	$15.30	$0.00	$0.00	$47.10
	12/01/2025	$32.60	$15.30	$0.00	$0.00	$47.90
	06/01/2026	$33.32	$15.30	$0.00	$0.00	$48.62
	12/01/2026	$34.12	$15.30	$0.00	$0.00	$49.42
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$0.00	$0.00	$71.95
	06/01/2025	$57.68	$15.55	$0.00	$0.00	$73.23
	12/01/2025	$59.12	$15.55	$0.00	$0.00	$74.67
	06/01/2026	$60.40	$15.55	$0.00	$0.00	$75.95
	12/01/2026	$61.84	$15.55	$0.00	$0.00	$77.39
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$39.78	$15.57	$0.00	$0.00	$55.35
	06/01/2025	$40.78	$15.57	$0.00	$0.00	$56.35
	12/01/2025	$40.78	$15.57	$0.00	$0.00	$56.35
	01/01/2026	$40.78	$16.17	$0.00	$0.00	$56.95
	06/01/2026	$41.78	$16.17	$0.00	$0.00	$57.95
	12/01/2026	$41.78	$16.17	$0.00	$0.00	$57.95
	01/01/2027	$41.78	$16.77	$0.00	$0.00	$58.55
POWER SHOVEL/DERRICK/TRENCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$57.03	$15.55	$0.00	$0.00	$72.58
	06/01/2025	$58.33	$15.55	$0.00	$0.00	$73.88
	12/01/2025	$59.78	$15.55	$0.00	$0.00	$75.33
	06/01/2026	$61.08	$15.55	$0.00	$0.00	$76.63
	12/01/2026	$62.53	$15.55	$0.00	$0.00	$78.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$0.00	$0.00	$71.95
	06/01/2025	$57.68	$15.55	$0.00	$0.00	$73.23
	12/01/2025	$59.12	$15.55	$0.00	$0.00	$74.67
	06/01/2026	$60.40	$15.55	$0.00	$0.00	$75.95
	12/01/2026	$61.84	$15.55	$0.00	$0.00	$77.39
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$36.67	$15.55	$0.00	$0.00	$52.22
	06/01/2025	$37.52	$15.55	$0.00	$0.00	$53.07
	12/01/2025	$38.47	$15.55	$0.00	$0.00	$54.02
	06/01/2026	$39.33	$15.55	$0.00	$0.00	$54.88
	12/01/2026	$40.28	$15.55	$0.00	$0.00	$55.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$0.00	$0.00	$71.95
	06/01/2025	$57.68	$15.55	$0.00	$0.00	$73.23
	12/01/2025	$59.12	$15.55	$0.00	$0.00	$74.67
	06/01/2026	$60.40	$15.55	$0.00	$0.00	$75.95
	12/01/2026	$61.84	$15.55	$0.00	$0.00	$77.39
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$40.24	$15.57	$0.00	$0.00	$55.81
	06/01/2025	$41.24	$15.57	$0.00	$0.00	$56.81
	12/01/2025	$41.24	$15.57	$0.00	$0.00	$56.81
	01/01/2026	$41.24	$16.17	$0.00	$0.00	$57.41
	06/01/2026	$42.24	$16.17	$0.00	$0.00	$58.41
	12/01/2026	$42.24	$16.17	$0.00	$0.00	$58.41
	01/01/2027	$42.24	$16.77	$0.00	$0.00	$59.01
SPECIALIZED EARTH MOVING EQUIP > 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$40.53	$15.57	$0.00	$0.00	$56.10
	06/01/2025	$41.53	$15.57	$0.00	$0.00	$57.10
	12/01/2025	$41.53	$15.57	$0.00	$0.00	$57.10
	01/01/2026	$41.53	$16.17	$0.00	$0.00	$57.70
	06/01/2026	$42.53	$16.17	$0.00	$0.00	$58.70
	12/01/2026	$42.53	$16.17	$0.00	$0.00	$58.70
	01/01/2027	$42.53	$16.77	$0.00	$0.00	$59.30
TRACTORS/PORTABLE STEAM GENERATORS *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$0.00	$0.00	$71.95
	06/01/2025	$57.68	$15.55	$0.00	$0.00	$73.23
	12/01/2025	$59.12	$15.55	$0.00	$0.00	$74.67
	06/01/2026	$60.40	$15.55	$0.00	$0.00	$75.95
	12/01/2026	$61.84	$15.55	$0.00	$0.00	$77.39
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$40.82	$15.57	$0.00	$0.00	$56.39
	06/01/2025	$41.82	$15.57	$0.00	$0.00	$57.39
	12/01/2025	$41.82	$15.57	$0.00	$0.00	$57.39
	01/01/2026	$41.82	$16.17	$0.00	$0.00	$57.99
	06/01/2026	$42.82	$16.17	$0.00	$0.00	$58.99
	12/01/2026	$42.82	$16.17	$0.00	$0.00	$58.99
	01/01/2027	$42.82	$16.77	$0.00	$0.00	$59.59
VAC-HAUL/CATCH BASIN CLEANING *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$40.24	$15.57	$0.00	$0.00	$55.81
	06/01/2025	$41.24	$15.57	$0.00	$0.00	$56.81
	12/01/2025	$41.24	$15.57	$0.00	$0.00	$56.81
	01/01/2026	$41.24	$16.17	$0.00	$0.00	$57.41
	06/01/2026	$42.24	$16.17	$0.00	$0.00	$58.41
	12/01/2026	$42.24	$16.17	$0.00	$0.00	$58.41
	01/01/2027	$42.24	$16.77	$0.00	$0.00	$59.01

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Additional Apprentice Information:

All apprentices must be registered with the Division of Apprenticeship Training (DAS) in accordance with M.G.L. c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L. c. 149, §§ 26-27D. Apprentice ratios are established by DAS pursuant to M.G.L. c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements (CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate. Parties having questions regarding what ratio to use should contact DAS.

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ATTACHMENT B

Pricing Sheet - MSW Transportatin
Contract # BC-25-8090

		M&M Trucking						
Town	Estimated loads per year	Year 1 - Transportation to Rochester, MA (SEMASS or ZeroWaste Solutions)	Year 2 - Transportation to Rochester, MA (SEMASS or ZeroWaste Solutions)	Year 3 - Transportation to Rochester, MA (SEMASS or ZeroWaste Solutions)	Year 1 - Transportation to Yarmouth Regional Facility	Year 2 - Transportation to Yarmouth Regional Facility	Year 3 - Transportation to Yarmouth Regional Facility	Total Cost
Chatham	300	$565.00	$590.00	$620.00	$250.00	$260.00	$270.00	**$169,500.00**