

AMBULANCE INTERLOCAL COOPERATION

Township

Residential Structures

Population

Sinclair, Cross Lake, Square Lake, T14R6, T15R6 and T16R6

The Aroostook County Administrator acting in his capacity as Municipal Official for Sinclair, Cross Lake, Square Lake, T14R6, T15R6 and T16R6 hereinafter referred to as the "County", enters into an agreement with Ambulance Service, Inc., hereinafter referred to as the "Contractor" in accordance with the **2025 Subsidy Allocation** request for ambulance service to the residents of Sinclair, Cross Lake, Square Lake, T14R6, T15R6, and T16R6., hereinafter described and designated under the following terms and pursuant to 30-A M.R.S.A., Section 2203.

1. The Contractor agrees to provide qualified ambulance service to Sinclair, Cross Lake, Square Lake, T14R6, T15R6, and T16R6.
2. When a call for aid or assistance from any person in the Unorganized Territory of Sinclair, Cross Lake, Square Lake, T14R6, T15R6, and T16R6 is received by the ambulance dispatcher, the following procedures will be followed:
 - A. When Ambulance Service, Inc. is not preparing to attend or attending another emergency, the dispatcher shall immediately dispatch the necessary force.
 - B. When Ambulance Service, Inc. is preparing to attend or attending an emergency, the dispatcher shall immediately notify the available ranking officer who shall decide what course of action to take. Emergency or non-emergency will be the determining factor.
3. The County acknowledges that ambulance services are contracted out to various areas and therefore Ambulance Service, Inc. should establish the following criteria: Ambulance Service, Inc. agrees, at all times to exercise its best effort to adequately cover all emergencies as they may occur; and to furnish service, in non-emergency situations as soon as practical as equipment and personnel are available; and all calls received shall be on a "first call, first served" basis, except that emergency calls will be given priority.
4. The County and Ambulance Service, Inc. have mutually agreed to the compensation, as specified in section 5 below, which shall be paid by the County for ambulance service. In reaching this agreement, the parties have considered the following conditions and factors, among others:
 - A. The fee is fair and equitable.
 - B. Non-residents (summer occupants & structures) have been treated as one quarter (1/4) residency.
 - C. Commercial / Industrial establishments have been treated separately.
 - D. Transients are not encompassed in this agreement, because their population is immeasurable.
 - E. State parks and picnic areas are not part of the Unorganized Territories, and therefore have not been included.

5. The Contractor shall have and maintain Compensation Insurance, General Liability Insurance, and Vehicle Liability Insurance during the life of the Contract in the following amounts:

Compensation Insurance:		As required by law
General Liability:	Bodily Injury	\$1,000,000.00
	Property Damage	\$1,000,000.00
Vehicle Liability:	Single Occurrence	\$1,000,000.00
➤ Workers' Compensation:	Each Accident	\$500,000.00 (or)
➤ Workers' Compensation State of Maine Approval Predetermination Status		

The Contractor shall furnish the Aroostook County Commissioners with the required Certificates of Insurance, with a minimum of that amount stated above. **SAID CERTIFICATES OF INSURANCE, IN ADDITION TO THE AMOUNT OF COVERAGE, SHALL CARRY A STATEMENT WORDED AS FOLLOWS:** In the event of Cancellation or Expiration of any of the foregoing policies, ten (10) days written notice by the Insurance Company shall be mailed to the Aroostook County Commissioners.

The Insurance Requirements for the Contractor shall also apply to any and all subcontractors hired by the Contractor.

The Contractor agrees to maintain liability insurance to protect it from personal injury, death or property damage claims which may arise from service operations under this contract. The Contractor further agrees to indemnify, assume the defense of, and save harmless the County, its agents and employees from liability, actions claims or damage for wrongful death, personal injury or property damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of duties, and the work performed under this contract.

6. Remuneration for this agreement has been calculated at:

January 01, 2025 to December 31, 2025 \$47,207.00

7. This agreement shall be in force for a period of one (1) year, **January 01, 2025 to December 31, 2025**, as described above. The County and Ambulance Service, Inc. shall review this agreement at the end of the final anniversary date, and either the County or Ambulance Service, Inc., by vote of their respective officials, can terminate this agreement upon ninety (90) days written notice to the other party. This agreement can be amended only by written agreement of the parties and shall not be changed or amended orally.

IN WITNESS WHEREOF, the parties to those present, have executed this contract each of which will be deemed an original on the _____ day of _____, 2024.

WITNESS

John Labrie, Director

WITNESS

Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator _____, 2024

Contract Agreement

This Agreement made this 18TH day of DEC., 2024, by and between the County of Aroostook, hereinafter called the Owner, and DESEHANE SANITATION, hereinafter called the Contractor.

WITNESS,

That the Owner and Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish any and all labor, equipment, and materials required to perform all work associated with the particular phase of the Sinclair transfer station operation for which he is responsible.

Transfer Station Operations:

The Contractor will be responsible for providing labor to monitor the transfer station in accordance with the Operations Manual and the Contract Documents from 8 AM to 2 PM, every Saturday for the period starting on or about the second Saturday in May of each year, and ending on or about the last Saturday in October of each year. The Contractor will be responsible for maintenance in and around the site to maintain a general level of cleanliness, shall provide direction to the public using the facility, shall make a determination of acceptability of materials at the site, and reject, in accordance with the enclosed Operations Manual, any and all material which cannot be accepted at the site. Mobilization of necessary labor and equipment shall not be paid separately, but shall be inclusive to the contract bid.

Provision of Dumpsters:

The Contractor shall furnish any and all labor, equipment, and materials required to mobilize a dumpster, or dumpsters, with a combined minimum capacity of 12 cubic yards at the Sinclair transfer station for the period starting on or about the second Saturday in May of each year, and ending on or about the last Saturday in October of each year. Inclusive to the contract bid for the dumpsters will be the cost for transportation of the bulky waste to TCR&SL, located on the Murphy Road in Fort Fairfield, where the contents shall be disposed of in accordance with all applicable rules and regulations as set forth by TCR&SL.

Provision of Roll-off Container:

The Contractor shall furnish any and all labor, equipment, and materials required to mobilize a 25-30 cubic yard open top roll off container at the Sinclair transfer station for the period starting on or about the second Saturday in May of each year, and ending on

or about the last Saturday in October of each year. The Contractor may also be requested to provide a second container for the months of June, July, and August to accommodate anticipated additional material which will be disposed of at the site. The Contractor shall also provide a separate price to transport the container to TCR&SL, located on the Murphy Road in Fort Fairfield, where the contents shall be disposed of in accordance with all applicable rules and regulations as set forth by TCR&SL. The Contractor may elect, at the direction of the County Commissioners, to dispose of the materials at an alternative site, but will still be required to comply with all applicable rules and regulations as set forth by the receiving facility. The Aroostook County Commissioners may elect to compensate the Contractor for the use of consolidation or compaction equipment which the Contractor may be able to provide. The use of this equipment, which would be of adequate size and strength to achieve quantifiable results, would apply when the Contractor arrives to load a roll-off container, and owing to the nature of the material, the material has been loosely placed in the container such that, with consolidation and/or compaction, additional material which is at the site, either on the ground or in a second container, could be placed in the first container to eliminate the need to transport the additional container to the disposal site. Although it is anticipated that the container will be moved once a week, the County Community Services Director shall be responsible for making arrangements to have the container moved more frequently should the need arise. Mobilization of necessary transportation equipment shall not be paid separately, but shall be inclusive to the contract bid for transportation. The Contractor shall provide to the Office of the County Commissioners a copy of all weigh slips relating to the delivery of these materials at the facility. Mobilization of necessary compaction equipment shall not be paid separately, but shall be inclusive to the contract bid for compaction.

Removal of white goods and metals:

The Contractor shall furnish any and all labor, equipment, and materials required to remove any and all white goods and metals stored at the Sinclair transfer station a minimum of once for the period starting on or about the second Saturday in May of each year, and ending on or about the last Saturday in October of each year. The Contractor shall be responsible for making arrangements to have the material moved more often should the need arise, but in all instances, no additional payment shall be made for disposal of these materials. The Contractor shall provide a storage container which can be accessed at ground level. Mobilization of necessary equipment shall not be paid separately, but shall be inclusive to the contract bid.

ARTICLE 2. PAYMENTS

In consideration of the faithful performance of this work as set forth above, the County agrees to pay the Contractor(s) the sum according to the following schedule.

	2025	2026	2027
1) Transfer station operation, per day	\$ <u>350.00</u>	\$ <u>350.00</u>	\$ <u>350.00</u>
2) Provide dumpster, per month	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>
3) Provide one open top container, per month	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>
Provide second container, per month	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>
Transportation costs to TCR&SL, per load	\$ <u>435.00</u>	\$ <u>435.00</u>	\$ <u>435.00</u>
4) Provide recycling (Proposal)	<u>12 YD CONTAINER FOR CARDBOARD N/C</u>		

ALTERNATE 1

Transportation costs to alternative disposal site, per load	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
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ALTERNATE 2

Consolidation of loads, per each	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
Removal of metals and white goods, LS	\$ <u>N/C</u>	\$ <u>N/C</u>	\$ <u>N/C</u>

ARTICLE 3. THE CONTRACT DOCUMENTS

The General Conditions of the Contract, Instruction to Bidders, the Proposal, the Operations Manual, together with this Agreement, form the Contract, and they are as fully a part of the enumeration of the Specifications and Drawings.

The Owner and the Contractor hereby agree to the full performance of the covenants herein.

IN WITNESS WHEREOF, the parties to these presents have executed this contract each of which will be deemed an original on the 17th day of DECEMBER A.D. 2024.

x Gerard T. Deschamps

x [Signature]

WITNESS

OFFICIALS OF
CONTRACTOR

WITNESS

AROOSTOOK COUNTY COMMISSIONERS
OR THEIR APPOINTED REPRESENTATIVE(S)

Filed with Fiscal Administrator _____, 2024

SECTION 3

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1 Definitions

Wherever the following terms are used in the Contract Documents, the intent and meaning shall be as follows:

- Bidder:** Any Individual, Partnership, or Corporation submitting a proposal for the performance of the work under the terms of the contract, and acting directly, or through a Duly Authorized Representative.
- Contractor:** The Individual, Partnership, or Corporation undertaking the execution of the work under terms of the Contract with the Owner, and acting directly, or through a Duly Authorized Representative.
- DEP:** The Maine Department of Environmental Protection.
- LURC:** Maine Land Use Regulatory Commission.
- MSDS:** Material Safety Data Sheets. The Contractor shall be responsible for providing two (2) copies of a Material Safety Data Sheet for all materials purchased by the Contractor for use in the project. The County Commissioners shall provide a copy of an MSDS for all materials purchased by the County Commissioners for use in the project.
- OSHA:** Occupational Safety and Health Administration.
- Owner:** The Aroostook County Commissioners
- Subcontractor:** The Individual, Partnership, or Corporation undertaking the execution of a part of the work under terms of the Contract by virtue of an agreement between himself or herself and the Contractor. Meaning any Individual with equipment hired to perform the required tasks.

ARTICLE 2 Intent and Correlation of the Contract Documents

It is the intent of the contract documents to describe a complete project. The Contractor shall furnish all Labor, Materials, Tools, Transportation, Insurance, and Incidentals which are reasonably required to perform the work in accordance with the applicable scope of work. The plans including all revisions, Instructions

to Bidders, the General Conditions of the Contract, Executed Contract, and completed Bid Proposal comprise the contract documents.

Should the Contractor discover any error, omission, or inconsistency in the contract documents which would require additional costs above that shown in the bid, he shall notify the Owner at least twenty-four (24) hours before the bids are due. Should errors, omissions, inconsistencies or differing site conditions be discovered after contract award, then the Owner shall be promptly notified and affected work suspended until a resolution is found. In the event that there is a conflict between requirements of the plans and specifications, the more stringent requirements will be followed. Neither the County Commissioners, nor their agents take responsibility for quantities required to complete the project.

ARTICLE 3 Permits, Laws, and Regulations

It is the sole responsibility of the Contractor to comply with all State and federal laws including but not limited to workers compensation law, minimum wage law, employment security law, and drug/alcohol testing laws and regulations (including 49 CFR Part 382), regulations, and permit conditions, including safety regulations. If the Contractor discovers that the contract documents conflict with any laws, regulations, or permit conditions, he shall promptly notify the Owner. In addition, if the Contractor's proposed methods require it, it shall be his responsibility to obtain any variances or permit modifications required.

ARTICLE 4 Liquidated Damages

If the Contractor is in violation of any of the terms of this contract, or if the County or its representative is of the opinion that work described in this contract is being performed unsatisfactorily, the County shall notify the Contractor by certified mail setting forth the basis for the County's complaint. Upon receipt of such notice, the Contractor shall have ten (10) days to comply with the terms and conditions of this contract or rectify the unsatisfactory work. If at the expiration of the ten (10) day period, the County's representative is dissatisfied with the Contractor's performance, or the Contractor is not in compliance with the terms of this contract, the County will, by certified mail, notify the Contractor to discontinue all work to be performed under this contract. The County may thereupon, by contract, or otherwise complete the work, and the Contractor or its surety shall be liable for costs which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

ARTICLE 5 Changes in the Work

The Owner may request changes, increases, or decreases of the work without invalidating the original agreement. Any changes involving a change in the contract price or time must be authorized by a change order executed by the Contractor and the Owner.

If the Contractor, in performing the work, discovers conditions which could not reasonably have been anticipated from inspection of the site and examination of the contract documents, he shall notify the Owner promptly, and a change order shall be negotiated before proceeding further. The Owner shall not be held liable for any delay caused by the need to negotiate said change order.

ARTICLE 6 Condition, Care and Safety

The Contractor will be responsible for the safety of employees, as well as the traveling public, to ensure that proper signage and/or traffic control is maintained at the work place. The Contractor shall be responsible for implementation of all applicable OSHA requirements and regulations.

ARTICLE 7 Contract Termination

Should the Contractor fail to complete the work within the time frame specified in the contract and any time extension change orders, the Owner may, after giving written notice to the Contractor, terminate the contract and arrange for the work to be completed by others. The cost of any uncompleted work will be deducted from the contract amount. Due to uncertainties about the continued funding for the operation of the Sinclair Bulky Waste Transfer Station, the County Commissioners reserve the right to terminate this contract if funding for subsequent years is not provided in the Aroostook County Unorganized Territory budget for those years. No additional payment for damages will be allowed.

ARTICLE 8 Contractors Insurance

The Contractor shall not commence work under this contract until all insurance required has been obtained. The Contractor agrees to maintain liability insurance to protect it from personal injury, death or property damage claims which may arise from operations under this contract. The Contractor shall have and maintain Workers' Compensation Insurance for his employees as required by State Law, General Liability Insurance, and Vehicle Liability Insurance during the life of the Contract in the following amounts:

General Liability Insurance:	Bodily Injury	\$1,000,000.00
	Property Damage	\$1,000,000.00
Vehicle Liability Insurance:	Single Occurrence	\$1,000,000.00
➤ Workers' Compensation:	Each Accident	\$500,000.00 (or)
➤ Workers' Compensation State of Maine Approval Predetermination Status		

The Contractor shall furnish the Aroostook County Commissioners with the required Certificates of Insurance, with a minimum of that amount stated above.

SAID CERTIFICATES OF INSURANCE, IN ADDITION TO THE AMOUNT OF COVERAGE, SHALL CARRY A STATEMENT WORDED AS FOLLOWS: In the event of Cancellation or Expiration of any of the foregoing policies, ten (10) days written notice by the Insurance Company shall be mailed to the Aroostook County Commissioners.

The Insurance Requirements for the Contractor shall also apply to any and all Subcontractors hired by the Contractor.

The Contractor further agrees to indemnify, assume the defense of, and save harmless the County, its agents and employees from liability, actions claims or damage for wrongful death, personal injury or property damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of duties, and the work performed under this contract.

ARTICLE 9 Labor and Wages

The Contractor shall conform to the Labor Laws of the State of Maine, and all other laws, ordinances and legal requirements affecting the work in Maine.

By entering into this contract, the Contractor acknowledges and agrees that he shall serve hereunder in the capacity of an independent contractor, including but not limited to such as described in the Maine Workers' Compensation Act, 39-A M.R.S.A., 102(13); and shall not be deemed an employee or representative of the County. The Contractor understands and agrees that he is an independent Contractor for whom no Federal or State Income Tax will be deducted by the County, and for whom no retirement benefits, Medicare, survivor benefit insurance, group life insurance, vacation and sick leave, workers' compensation, unemployment and similar benefits available to County employees will accrue.

ARTICLE 10 Material and Equipment

- A.** The transfer station operator is responsible for the provision of hand tools such as shovels, rakes, or brooms or other similar equipment as may be required to maintain the site to an acceptable level of cleanliness in accordance with the Contract Documents.
- B.** The Contractor providing the dumpster(s) shall be responsible for providing containers which are in good repair, and shall have lids to minimize material which may be blown on or off site in inclement weather. The Contractor shall also provide a vehicle capable of moving and emptying the container(s) on site, as well as transporting these materials to TCR&SL for disposal.
- C.** The Contractor providing the roll off container shall be responsible for providing a 25-30 cubic yard container, in good repair, as well as any

required load covers for transportation over public roads. The Contractor shall also be responsible for providing adequate equipment to transport the fully loaded container over public roads.

- D. The Contractor responsible for removal of white goods and metals shall provide equipment capable of loading the stored materials, and transporting the material over public roads. The Contractor may elect to provide a metal storage container into which the material would be placed and which would facilitate his ability to load the material into his equipment.

ARTICLE 11 Federal Mandates Affecting CDL Operators

The Contractor(s) shall, after January 1, 1996, provide documentation certifying that he is in compliance with Federal Requirements regarding drug and alcohol testing for equipment operators requiring a Commercial Drivers License (CDL) including 49 CFR Part 382. Evidence of compliance may be in the form of a letter from a third-party administrator that the Contractor is a member of a drug/alcohol testing consortium. Failure to provide this documentation shall be grounds for contract termination.

The requirements for the Contractor shall also apply to any and all Subcontractors hired by the Contractor.

ARTICLE 12 Disputes

All questions arising as a result of findings shall be decided by the Aroostook County Commissioners, or their Representative.

Disputes between the Owner and Contractor which cannot be otherwise resolved shall be settled by litigation.