

MATERIALS MANAGEMENT CONTRACT



Mono County, California & [CONTRACTOR]

Contract Date _____, 2021
Commencement Date _____, 202X
Expiration Date 7 years from Commencement Date

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If the Article or Sections numbering in this Contract is discontinuous, there are no changes from the Master Contract in those sections. However, attachments to this Contract include additional information about Contractor and services and other provisions specific to materials managed under this Contract and are incorporated by reference herein.

INTRODUCTION. This Contract is a complementary part of the Master Contract between Contractor and County.

- (1) The **Master Contract** provides general contract administration and enforcement.
- (2) This **Materials Management Contract** provides for managing the following material: [LIST ONLY MATERIALS THAT CONTRACTOR MANAGES]
 - 3A. Treated Wood
 - 3B. Inerts (soil, rocks; crushed asphalt)
 - 3C. C&D debris (including commingled wood)
 - 3D. Green Waste and Clean Wood Waste
 - 3E. Tires
 - 3F. Scrap metal and White Goods
 - 3G. Recyclables: Beverage containers, Old corrugated cardboard (OCC), and Mixed paper
 - 3H. Carpets
 - 3I. Mattresses

PREAMBLE

The County of Mono, a political subdivision of the State of California (**County**), and xxx, [a California corporation], (**Contractor**) enter into this Materials Management Contract as of the contract date.

contract date is the date identified on the cover of this Contract.

commencement date is the date on the cover or other date that County Notifies Contractor to begin providing services, depending on the commencement date of the Transfer Station.

expiration date is the date 7 years following the commencement date, unless County exercises its option to extend in 2.01.

FINDINGS

County must divert a mandated 44% (adjusted by CalRecycle) of its solid waste from landfill disposal under PRC 41780 of the California Integrated Management Law (AB 939), and a goal of 75% diversion under PRC 41780.02 (SB 341). Therefor County enters into this Contract in reliance upon Contractor’s experience, references, and record for diverting materials from landfill disposal.

GLOSSARY

For ease of contract administration, Article and Section numbering in this Contract corresponds approximately to the Articles and Sections in the Master Contract. Therefore, numbering in this Contract may not be sequential.

Words in this Contract have the meanings given the Master Contract and this Glossary, whether they are capitalized or in lower case font.

Defined Term	Definition / Section Cross-Reference
ADC or Alternative daily cover	ADC means inert debris that can be applied as alternative daily cover under law, without further processing which. <ul style="list-style-type: none"> o measure no more than 6” at its largest dimension, and o contains no embedded steel or rebar.
commencement date	Cover, preamble
backup materials management facility	Attachment 3.07#2
backup transport route	Attachment 3.07#2
beneficial reuse	of solid wastes at a solid waste landfill includes: <ul style="list-style-type: none"> • alternative daily cover, alternative intermediate cover, • final cover foundation layer, • liner operations layer, • leachate and landfill gas collection system, • construction fill, • road base, • wet weather operations pads and access roads, and • soil amendments for erosion control and landscaping in compliance with 27 CCR 20686. Sample materials include green material, auto-shredder waste, C&D, contaminated sediment, compost, and sludge.
C&D Debris	Attachment 3C
composting	the controlled or uncontrolled biological decomposition of organic waste in accordance with PRC 40116.1.
customers	anyone delivering materials acceptable materials to a specific materials management site
diversion	activities which reduce or eliminate the amount of solid waste from solid waste disposal for purposes PRC of 41780 - 41794 (waste management planning), in accordance with PRC 40124.
material	3.01 (any or all of the substances managed under this Contract)
materials management	3.01
materials management service	3.01
materials management site	The area described and demarcated in each material’s Service Plan.
primary transport route	Attachment 3.07#2
processing	controlled separation, recovery, volume reduction, or recycling of

	<p>solid waste, earthen materials, and inert debris, consistent with 14 CCR 17381, including:</p> <ul style="list-style-type: none"> • organized, manual, automated, or mechanical sorting; • chipping, grinding, shredding or baling; • the use of vehicles for spreading of waste for the purpose of recovery; and • the use of conveyor belts, sorting lines or volume reduction equipment.
processing facility	<p>a facility that receives solid wastes and</p> <ul style="list-style-type: none"> • Temporarily stores, • separates, • converts, or • otherwise process materials in the solid wastes. <p>Examples of solid waste that is processed includes recyclables, C&D debris, inert debris, scrap metal, appliances, tires and - waste.</p> <p>“processing facility” excludes all of the following.</p> <ul style="list-style-type: none"> • facilities whose principal function is to receive, store, separate, convert, or otherwise process in accordance with state minimum standards. • manure • wastes that have already been separated for reuse and are not intended for disposal, • Storage incidental to the conduct of a refuse collection and disposal business • an EMSW conversion facility as defined in the Public Resources Code.
RDSI	Report of Disposal Site Information for the materials management site where a specific material is managed.
recycle or recycling	<p>the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.</p> <p>“recycle” or “recycling” excludes” transformation” (PRC 40201) or “EMSW conversion” (PRC 40180).</p>
Report of Disposal Site Information	RDSI
services	<i>all of Contractor’s obligations, requirements, responsibilities, duties, and liabilities under the Master Contract, this contract, and attachments, including:</i>

	<ul style="list-style-type: none"> • Scope of services / specifications under Article 3, • Service standards under Article 4, • Record keeping, reporting, under Articles 9 and 10, and other contract administration requirements, • Indemnifying the County under Article 11, • Providing insurance and financial assurance under Article 12, and • Paying liquidated or compensatory damages under Article 13
<p>solid waste handling solid waste management</p>	<ol style="list-style-type: none"> 1. With respect to processing recyclables and organics: <ul style="list-style-type: none"> • collection, • transportation, • storage, • transfer, or • processing 2. With respect processing residue, disposal; and 3. related tasks to protect the public from solid waste threats to health and safety.

2.01 Term and Option to Extend

The term of this Contract begins on the contract date and ends upon the expiration of this Contract, as indicated on the cover of this Contract.

County may extend the term at its sole option one or more times, for a total period no greater than 3 years, upon provision of written notice to Contractor no less than 90 days prior to the expiration of the then-current term. *For example, the County could extend the term for:*

- a. 2 years and then 1 year (for a total of 3 years), or
- b. Merely 2 years (without exercising right to extend a third year).

3.01 Material Management Services

a. **“Material Management Services”**

<p>material management services (or obligations) means <i>all</i> of Contractor’s “services” as defined in the Glossary of the Master Contract, and obligations, requirements, responsibilities, duties, and liabilities under this Contract and attachments to this Contract, including</p>	
<p>Scope of services / specifications under Article 3</p>	<p>(Attachments A-I)</p>
<p>Service standards under Article 4</p>	
<p>Record keeping, reporting under Articles 9 and 10; and other contract administration requirements</p>	<p>Record keeping (Attachment 9.02a) Reporting (Attachment 9.02a)</p>

Indemnifying the County under Article 11	
Providing insurance and letter of credit under Article 12 and	insurance (Attachment 12.01) letter of credit (Attachment 12.02)
Paying liquidated or compensatory damages under Article 14	(Attachment 14.03)

material means the item(s) listed in the INTRODUCTION.

b. Site Access and Hours. If the Contractor’s materials management site is located at the County’s Material Management Center (IMMC), Contractor will have access to the site during customer receiving hours at the Facility and other times allowed by County or its IMMC Contractor. Contractor may store its managed materials, equipment, and work-related tools on its site in a manner that does not interfere with other materials management operations or movement of customers.

c. Receiving Hours

Contractor will accept all materials that County customers deliver during receiving hours. It will accept materials continuously, without stopping, for example, during lunch-time hours or employee breaks. Contractor does not have to accept materials delivered outside receiving hours *unless* County has requested it to accept the materials at least 24 hours in advance.

Contractor will provide services in a courteous and professional manner.

receiving hours means the following:

- 5:00 AM to 4:00 PM on three weekdays designated by County,
- 7:30 AM to 4:00 PM Saturday,
- Other times requested by County and agreed to by Contractor,
- Other times allowed by Contractor,

receiving hours does not include hours on **holidays** which are:

- January 1
- Thanksgiving
- December 25, and
- other days designated by County in notice to Contractor.

12.01 Insurance

Contractor will provide insurance as required in the 12.01 and Attachment 12.01 of the Master Contract and this Contract.

13.02 Default

EVENT OF DEFAULT	
Termination Date: 7 days after County notifies contractor of default, or later date named by County	
A-I 3.06 Accept and Unload	<p>Contractor does not accept, and unload materials delivered by customers during receiving hours:</p> <ul style="list-style-type: none"> • more than 5 consecutive days; or • 7 days in the aggregate from the contract date <p><i>unless</i></p> <ul style="list-style-type: none"> • due to uncontrollable circumstances. <p>For example, Contractor’s employee does not report to work, Contractor does not provide a substitute, and no one is present to help customers unload materials or conduct load check under Contractor’s Unpermitted Waste Handling Protocol under Attachment 4.08a.</p> <p>If Contractor does <i>not</i> staff the materials management site to unload materials delivered by customers, failing to comply with the alternative service specifications in its Service Plan, including load checks for the same number of days listed above.</p>
A-I 3.07 Stockpile & Mobilize	<p>Contractor does not comply with law when stockpiling or mobilizing materials as the Local Enforcement Agency records in writing:</p> <ul style="list-style-type: none"> • 7 days in the aggregate from the contract date <p><i>unless</i> due to uncontrollable circumstances.</p>
A-I 3.08 Removal & Transport	<p>Contractor does not do any of the following 7 times in the aggregate from the contract date:</p> <ul style="list-style-type: none"> • have the correct driver’s license to transport treated waste, or • correctly complete manifests under law, or • keep regulated wood from being commingled with unregulated wood during transport, <p><i>unless</i> due to uncontrollable circumstances:</p> <p>Each non-performance is a failure, whether on the same day or different days.</p>
A-I 3.09 Diversion A-I Disposal	<p>Contractor disposes of materials without County consent 3 times in the aggregate from the contract date.</p>

<p>A-I 3.09 Diversion A-I 3.09 Disposal</p>	<p>Contractor delivers materials, of any type, to a site or facility that is not an allowed to accept them under law or is in violation of its permits without respect to leachate and landfill gas emissions.</p>
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14.03 Remedies / Enforcement.

a. Compensatory.

In addition to any damages under the Master Contract, Contractor will pay County the following damages for failure to provide service mandated in each referenced Section:

Section	Compensatory Damage
<p>4.04 Fines, Penalties</p>	<p>Regulatory Costs.</p> <ul style="list-style-type: none"> • County’s direct cost of any fine, penalty, or other monetary assessment on County with respect to materials, <i>plus</i>; • County’s reimbursement cost of addressing or responding to the regulatory agency that made the assessment, such as staff time.
<p>A-I 3.08 Transport</p>	<p>Transport Costs. County’s reimbursement cost of transporting material to the primary processing facility identified under this Contract, or other destination, including cost of regulatory compliance as well as labor, fuel, and vehicle depreciation for each load.</p>
<p>A-I 3.09 Diversion A-I 3.10 Disposal</p>	<p>Diversion / Disposal costs County’s reimbursement cost of providing for reuse, processing, or recycling.</p>

b. Liquidated.

The Parties repeat the acknowledgments they made in the Master Contract. Therefore, Contractor will pay County any or all of the following liquidated damages by the time under the Master Contract.

Section	Failure	Amount
<p>A-I 3.01 Service Commencement A-I 3.08 Removal & Transport</p>	<p>3 or more failures in any 12-month period to do either of the following by the time required under this Contract or law:</p> <ul style="list-style-type: none"> • begin providing service, or • remove materials from the materials management site 	<p>\$250 for the third failure, increasing by \$100 for each additional failure</p>
<p>A-I 3.07-3.10</p>	<p>2 or more failures in any 12-month period to do either of the following:</p> <ul style="list-style-type: none"> • deliver materials to a waste management facility that is 	<p>\$250 for the third failure, increasing by \$100 for each additional failure</p>

	permitted to accept those materials; or <ul style="list-style-type: none"> • deliver materials to a waste management facility that does <i>not have</i> permit violations listed in Attachment 3.07 	
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By placing initials below at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provisions of the time that the Master Contract and this Contract was made.

Contractor
Initial Here: _____

County
Initial Here: _____

“Failure”. In this section “failure” means each occurrence of specified breach and not for aggregate instances of those specific breaches. (For example, failure to meet obligations 2 times in one day is 2 breaches.)

ARTICLE 16 - EXECUTION OF CONTRACT

IN WITNESS WHEREOF, County has authorized and directed the Chair of the Board of Supervisors to sign this Contract. Contractor has authorized and directed its officers to sign this Contract. This Contract is dated the contract date repeated on its cover.

Mono County
By: _____ Chair of the Board Type or Print Name:
Attest: _____ County Clerk Type or Print Name:

Contractor
By: _____ President: Type or Print Name:
Attest: _____ Secretary: Type or Print Name:

INFORMATIONAL ATTACHMENTS

Contractor must provide the information for each material that Contractor manages under this Contract.

ATTACHMENT 3.01b Service Plan

Contractor acknowledges that timely, contract-compliant, efficient, smooth, and orderly handling of waste materials to the satisfaction customers and County is a goal of this Contract. Therefore, Contractor will develop and operate under the appended Services Plan that details how Contractor will provide services and meet contract obligations, including information such as the following:

Service Plan	
Include all information listed in Attachment 3.01b: 1. manner of providing service (processes, procedures, actions, tasks); 2. means of providing service (staff, equipment, supplies)	
Acceptance and Unloading	<ul style="list-style-type: none"> ● schedule for staffing and number of staff, ● directing customers where to unload; helping them ● safe routing from the weigh station to the Contractor’s materials management site, ● load check (including Unacceptable Waste protocol); minimizing contamination to increase likelihood that materials will be of marketable quality and be diverted If no staff will be on-site detail how Contractor will conduct a load check
Stockpiling and Mobilizing	<ul style="list-style-type: none"> ● sorting; categories of materials ● show materials are stockpiled (under cover for rain; in a transfer trailer, etc.) ● hours of operation ● staff training (such as Unpermitted (hazardous) Waste protocol; fire suppression and preventions; safety)
Removing and Transporting	<ul style="list-style-type: none"> ● ensuring timely removal of materials from site (Attachment 3.07#2) ● procedures for loading transport truck, containers ● how staff confirms that trucks used match the list of trucks scheduled on the auto liability policy ● cleaning site ● recording / filing / maintaining weigh receipts for easy access at County request
Diversion	<ul style="list-style-type: none"> ● manner of diversion; diversion facilities or sites (Attachment 3.07#2) ● completing affidavits of diversion ● recording / filing / maintaining weigh receipts for easy access at County request
Disposal	<ul style="list-style-type: none"> ● residual ● hazardous waste ● disposal facilities (Attachment 3.07#2)
Other Descriptions Requested by County	

ATTACHMENT 3.07#2 Reuse / Processing Facilities / Markets / Disposal

Copy as many blank tables as needed to complete required information.

As of the contract date Contractor plans to manage deliver and divert a specific material (A-I) to the following users, facilities, markets, or disposal site. Contractor may amend this table upon County notification. Contractor will update this table promptly upon and changes.

Primary Materials Management Facility for any source separated type of material	
Name	
Address	
Phone Number	
Email Address	

Primary Materials Management Facility means the site or facility identified in the preceding table, as it may be amended with consent of County.

Alternative Materials Management Facility for any source separated material	
Name	
Address	
Phone Number	
Email Address	

Alternative Materials Management Facility means the facility named in the preceding table.

Attachment 4.05 Key Personnel

Copy as many blank tables as needed to complete required information.

Contractor Representative (Administrator)

Name	
Phone number	
e-mail address	
Mailing address	
Office address	

Operations Manager / Supervisor

Name	
Phone number	
e-mail address	
Mailing address	
Office address	

Individual in Contractor's financial accounting department responsible for submitting reports to County with respect to billing

Name	
Phone number	
e-mail address	
Mailing address	
Office address	

Individual responsible for compliance and submitting monthly and annual reports to County, and any for information that County must report to CalRecycle

Name	
Phone number	
e-mail address	
Mailing address	
Office address	

ATTACHMENT 4.06b Subcontractors

Copy as many blank tables as needed to complete required information.

1. Identification: [COMPLETE INFORMATION AS APPLICABLE]

Owner

Name	
Address	
Phone Number	
Email Address	
Contact Name	

Subcontract Manager

Name	
Phone number	
e-mail address	
Mailing address	
Office address	

Operations Manager / Supervisor

Name	
Phone number	
e-mail address	
Mailing address	
Office address	

2. Copy of Subcontract

If Contractor wishes to add or replace subcontractors after the contract date, it may do so only with County consent.

ATTACHMENT 4.08a Unpermitted Waste Handling Protocol

[Contractor shall append its Unpermitted Waste Handling Protocol to this Attachment.]

ATTACHMENT 8.02a Service Fee Adjustment

Service Fees in the Materials Services contracts will be adjusted annually by the chained CPI (as defined in the Master Contract).

ATTACHMENT 9.02a Records

In addition to keeping (obtaining and holding) and maintaining (preserving) records under the Master Contract, Contractor will keep and maintain records required under this Contract, including the following:

SECTION	RECORD
A-I 3.05: Accepted (Rejected) & Unloaded	<ul style="list-style-type: none"> ● Materials. Estimated tons or volume of materials accepted and rejected, by type, at the materials management ● Unpermitted Waste. Quantity and identify of Unpermitted Materials; who delivered them, if known; and how Contractor handled them ● Customers. The number of deliveries
A-I 3.06: Stockpiled and Mobilized	<ul style="list-style-type: none"> ● Estimated tons or volumes of materials stockpiled, by type, each month on the materials management site
A-I 3.07: Removed and Transported	Weigh receipt showing: <ul style="list-style-type: none"> ● weight of transported tons, by type, in each load, ● truck identification ● date and time, and ● destination
A-I: 3.08: Diverted	Weigh receipt in the preceding form for delivery of materials to identified user, processor, market, disposal site,
A-I	Other information related to services requested by County

ATTACHMENT 9.02b Inventory

Contractor will update this Inventory promptly upon acquisition or de-acquisition of equipment to manage each material A-I.

ITEMS	DESCRIPTIONS
Machinery used on site	<ul style="list-style-type: none">• identification• lease or installment purchase information• warranty information
Vehicles and containers used to transport materials	Same as preceding information identifying each vehicle used for service/ listed vehicles on automobile liability policy
	Other information related to service assets requested by County

ATTACHMENT 10.02 Reports

a. Monthly Reports

SECTION	INFORMATION
MC 9.02a	information required in the Master Contract
Attachment 10.01	a summary of the daily records
MC 4.04b	status of permit compliance
Attachment 4.04b	changes in the status and readiness of the back-up transport and handling facilities;
Attachment 3.01	discussion of service or operational problems and their resolution or planned resolution; and
	additional information requested by County.

b. Annual Reports

SECTION	INFORMATION
MC 9.02a	Information required in the Master Contract
10.02a	A summary of Monthly Reports
Attachment 9.02b	Inventory
12.01	Current auto liability policy listed insured vehicles
	Additional information requested by County

c. All Reports. Contractor will certify in all reports that it has met its service obligations or, include a description of how and why it has not.

ATTACHMENT 12.01 Insurance

To facilitate Contract administration, Contractor will insert the renewal date of all insurance policies:

Insurance Policy	Annual Renewal Date
Comprehensive General Liability	
Auto Liability	
Pollution / Environmental Impairment	
Employer's Liability	
Workers Compensation	

Contractor will give County evidence of insurance under 12.01 and Attachment 12.01 promptly upon renewal, amendment, or cessation of coverage.

<p>Amendment means all of the following:</p> <ul style="list-style-type: none"> ● Alternations ● Additions, ● Deletions, and ● Any other change.

ATTACHMENT 13.02 Default

EVENT OF DEFAULT	
<p>Termination Date: 7 days after County notifies contractor of default, or later date named by County</p>	
<p>Attachment [A-I] Section 3 .05 Acceptance</p>	<p>Contractor does not accept, and unload materials delivered by customers during receiving hours:</p> <ul style="list-style-type: none"> ● more than 5 more consecutive days; or ● 7 days in the aggregate from the contract date <p><i>unless</i> due to uncontrollable circumstances, or if Contractor does not include accepting and unloading in its Service Plan.</p> <p>For example, Contractor's employee does not report to work, Contractor does not provide a substitute, and no one the recyclable C&D debris, materials management site is present.</p>

<p>Attachment [A-I] Section 3.06 Stockpile</p>	<p>Contractor does not comply with law when storing or staging materials as the Local Enforcement Agency records in writing:</p> <ul style="list-style-type: none"> • 7 days in the aggregate from the contract date <p><i>unless</i> due to uncontrollable circumstances.</p> <p>For example, Contractor mixes one materials other, different materials.</p>
<p>Attachment [A-I] Sections 3.07 – 3.09 Transport; Reuse; Processing or Disposal</p>	<p>Contractor does not do any of the following:</p> <ul style="list-style-type: none"> • have the correct driver’s license to transport material, or • correctly complete manifests under law, or • keep regulated wood from being commingled with unregulated wood during transport, • 7 days in the aggregate from the contract date. <p><i>unless</i> due to uncontrollable circumstances:</p> <p>Contractor delivers material, of any type, to a site or facility that is <i>not</i> allowed to accept them under law.</p>

ATTACHMENT 14.03 Remedies / Enforcement.

a. Compensatory.

In addition to any damages under the Master Contract, Contractor will pay County the following damages:

Section (MC = Master Contract)	Compensatory Damage
MC 4.04 and 13.01	Direct cost of any fine, penalty, or other monetary assessment on County with respect to the material, <i>plus</i> reimbursement cost of County’s cost to respond the entity that made the assessment, such as staff time.
MC 13.01 and 14.03	County’s reimbursement cost of transporting material to the materials management facility identified under this Contract, including cost of regulatory compliance as well as labor, fuel, and depreciation for each load. County’s reimbursement cost of reuse, processing, or disposing of the material .

b. Liquidated.

The Parties repeat the acknowledgments they made in the Master Contract. Therefore, Contractor will pay County any or all of the following liquidated damages by the time under the Master Contract:

Section	Failure	Amount
A-I 3.07	For three or more failures in any 12-month period to remove material by the time required under this Contract or law.	\$250 for the third failure, increasing by \$100 for each additional failure
A-I 3.07	Failure to deliver materials to a handling facility permitted to accept it under law, 2 or more times	\$250 for the third failure, increasing by \$100 for each additional failure

By placing initials below at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provisions of the time that the Master Contract and this Contract was made.

Contractor
Initial Here: _____

County
Initial Here: _____

“Failure”. In this section one “failure” means each occurrence of specified breach of not for aggregate instances of those individual breaches. (For example, failure to make containers available for loading two times in one day is two breaches.)

ATTACHMENT 15.02 Notices

Copy as many blank tables as needed to complete required information.

Parties acknowledge that keeping this Attachment updated is of the utmost importance because it prescribes who must receive formal “Notices”, as opposed to general “notices”, that affect the parties’ rights and obligations, such as contract enforcement and remedies.

Contractor	
Name	
Phone Number	
e-mail Address	
Mailing Address	
Physical Address	

County	
Name	
Phone Number	
e-mail Address	
Mailing Address	
Physical Address	

ATTACHMENT 15.05 Parties' Representatives

Copy as many blank tables as needed to complete required information.

a. **Contractor**

Parties acknowledge that keeping this Attachment updated is of the utmost importance because it prescribes who has authority to act on behalf of the respective parties.

Contractor	
Name	
Phone Number	
e-mail Address	
Mailing Address	
Physical Address	

County	
Name	
Phone Number	
e-mail Address	
Mailing Address	
Physical Address	