

**DRAFT Confirmation of Transaction by the Mayor and AKA
Under Master Service Agreement for On-call Practical Services**

This Confirmation of Transaction (“Confirmation”) is issued by the [JURISDICTION] (“AKA”) to [COMPANY], [TYPE OF COMPANY] duly registered to do business in Maryland (“Contractor”) for services under the Master Service Agreement (“Agreement”) between the Northeast Maryland Waste Disposal Authority (“Authority”) and the Contractor dated [DATE], for Practical On-call Services (“Services”). This Confirmation is issued pursuant to Article 1 of the Agreement to confirm the AKA’s desire to enter into a Transaction with the Contractor, as described in the Agreement, for Services.

1. The provisions of Articles 1, 2, 3, and 4 of the Agreement are incorporated by reference into this Confirmation. Any capitalized terms not defined herein shall have meanings as defined in the Agreement. The above provisions are to be read as being between the Contractor and AKA.

2. This Confirmation is for *[general description of the work]* at the [work site address and reference name].

3. reserved for further scope information

4. reserved for further scope information.

5. [AKA obligations under the agreed to proposal]

6. The Contractor will perform services under the Contractor’s Cost Proposal (incorporated herein).

7. reserved for specific exclusions

8. The Contractor shall provide the [Authority and the] AKA with an invoice for all amounts payable by the 9th day of the month for the previous month. The AKA shall pay the Contractor within 45 days following receipt of the Contractor’s correct invoice. Each invoice shall set forth the tons transferred to Processing Facility and transportation fees payable to Contractor for the applicable period, together with supporting documentation including scale records, sufficient to allow the recipient of the invoice to verify the Contractor’s calculations of the Transportation Fee.

9. The total payments for services to be made by the AKA under this confirmation shall be no more than *[(\$XXX,XXX) per AKA Purchase Order Number [12345]]*.

10. The AKA and the Contractor acknowledge that the Authority does not have any obligations to the AKA or the Contractor under this Confirmation, the Authority is not responsible for amounts due to the Contractor under this Confirmation or in connection with this Transaction and has no liability to the Contractor or the AKA under this Confirmation.

11. The term of this Confirmation shall begin on the effective date below and shall end on [_____]. This Confirmation shall terminate according to the provisions hereof, but no later than the end of the term of the Agreement.

12. Any operational issues that need to be addressed shall be brought to the attention of the specified person listed in Attachment A to this Confirmation designated for these issues.

13. In the event of conflict between the terms of the Agreement and this Confirmation, the terms of this Confirmation prevail.

14. [MBE/WBE requirements]

15. [Local Hiring requirements]

16. Audits. At any time during business hours and as often as the AKA may deem necessary, there shall be made available to the AKA for examination, the Contractor's records with respect to matters covered by this Confirmation. The Contractor shall permit the AKA to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Confirmation.

17. Nondiscrimination. The Contractor shall operate under this Confirmation so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position.

[Additional language as required by AKA]

IN WITNESS WHEREOF, it is the intent of the parties that the Contractor has signed this Confirmation of Transaction under seal and further, that the parties have executed this Confirmation of Transaction effective the day and year last written below.

[CONTRACTOR]

By: _____

[NAME]
President

Date

[JURISDICTION]

By: _____

[NAME]
[TITLE],
[DEPARTMENT]

Date

Approved as to form and legal sufficiency

[Approved by the Board of Estimates

[TITLE] Date

Clerk Date]

Acknowledged on behalf of the Authority

[NAME] Date
Executive Director
Northeast Maryland Waste Disposal Authority

Attachment A

AKA Representative:

[JURISDICTION REPRESENTATIVE]
[NAME, TITLE]
[DEPARTMENT]
[ADDRESS 1]
[ADDRESS 2]
[PHONE NUMBER]
[EMAIL]

Contractor Representative:

Name
[NAME, TITLE]
[CONTRACTOR NAME]
[ADDRESS]
[PHONE NUMBER]
[EMAIL]

Authority Representative:

[NAME]
Project Manager
Northeast Maryland Waste Disposal Authority
Tower II, Suite 402, 100 S. Charles Street
Baltimore, MD 21201
[PHONE NUMBER]
[EMAIL]