

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2026-50

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH TWO MUTUALLY AGREED ONE-YEAR EXTENSIONS WITH US ECOLOGY ALASKA, LLC FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS FOR FY27 THROUGH FY29

WHEREAS, the Alaska Department of Environmental Conservation has established guidelines for proper management of household hazardous waste; and

WHEREAS, the Unalaska Landfill hosts an annual household hazardous waste event in late summer at no cost to residents; and

WHEREAS, the City of Unalaska solicited bids in accordance with applicable procurement requirements; and

WHEREAS, US Ecology Alaska, LLC was the only bidder during the solicitation period; and

WHEREAS, the bid submitted by US Ecology Alaska, LLC is within the Solid Waste Division's operating budget for the household hazardous waste event.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the Acting City Manager to enter into a one-year agreement with two mutually agreed one-year extensions with US Ecology Alaska, LLC for hazardous waste collection events at the Unalaska Landfill for FY27 through FY29.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on August 25, 2026.


Thomas Bell
Mayor Pro Tem

ATTEST:


Estkarlen P. Magdaong, CMC
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Erik Hernandez, Utilities Director
Through: Marjie Veeder, Acting City Manager
Date: August 25, 2026
Re: Resolution 2026-50: Authorizing the Acting City Manager to enter into a one-year agreement with two mutually agreed one-year extensions with US Ecology Alaska, LLC for household hazardous waste collection events for FY27 through FY29

SUMMARY: Through Resolution 2026-50, Staff requests approval for the Acting City Manager to enter into an agreement with US Ecology Alaska, LLC to provide professional services for household hazardous waste collection events at the Unalaska Landfill for FY27 through FY29. Staff recommends adoption.

PREVIOUS COUNCIL ACTION: On May 26, 2026, Council approved the FY27 budget, appropriating \$85,000 to Professional Services and \$60,000 to Solid Waste within the Solid Waste Operations Budget.

BACKGROUND: The Alaska Department of Environmental Conservation (ADEC) has established guidelines for proper management of household hazardous waste (HHW). HHW consists of waste generated by households from products containing potentially hazardous substances. Although household hazardous waste is generally exempt from regulation as hazardous waste, proper diversion, collection and disposal are essential to protecting public health and the environment.

The Unalaska Landfill has historically hosted annual HHW collection events in late summer, providing residents an opportunity to properly dispose of these materials at no cost.

DISCUSSION: An RFP was issued on May 27, 2026, to procure a qualified contractor to provide collection, packaging, transportation and disposal services for HHW generated by local residents.

The RFP remained open through June 30, 2026, and one proposal was received from US Ecology Alaska, LLC, a Republic Services Company. The proposed cost of \$65,606.60 is within the available Solid Waste Operations Budget capacity. Upon approval, Republic Services anticipates holding the first collection event during the first or second week of September 2026.

ALTERNATIVES: Council may approve or disapprove the request or direct staff to reissue the RFP for additional time.

FINANCIAL IMPLICATIONS: The proposed contract amount of \$65,606.60 is within the available Solid Waste Operations Budget. A budget report for the applicable line items is attached.

LEGAL: None. The City attorney has reviewed the agreement.

STAFF RECOMMENDATION: Staff recommends adoption of Resolution 2026-50.

PROPOSED MOTION: I move to adopt Resolution 2026-50.

CITY MANAGER COMMENTS: The landfill is required to process HHW within the requirements of ADEC, and Republic's proposal is within the solid waste division's budget for this work. I support the Staff Recommendation.

ATTACHMENTS:

- RFP: Household Hazardous Waste Event
- Bid Package submitted by US Ecology Alaska, LLC., a Republic Company.
- Proposed Agreement
- Budget Report

City of Unalaska

Annual Household Hazardous Waste Event – 3-year Contract July 1, 2026, through June 30, 2029



Request for Proposals

Date: May 27, 2026

City of Unalaska

Department of Public Utilities

P.O. Box 610

Unalaska, Alaska 99685

907-581-1260

CITY OF UNALASKA

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REQUEST FOR PROPOSALS
ANNUAL HOUSEHOLD HAZARDOUS WASTE EVENT – 3-YEAR CONTRACT JULY 1, 2026, THROUGH JUNE 30, 2029

I. PURPOSE:

The City of Unalaska requests qualified individuals and firms with experience in household hazardous waste collection events to submit a proposal for the City's Annual Household Hazardous Waste Event. The Contract resulting from this Request for Proposal will cover the Annual event for City Fiscal Year 27, which runs from July 1, 2026, through June 30, 2027. The Agreement will allow for two (2) mutually agreed upon one (1) year extensions for FY28 and FY29. Event dates are to be determined based upon the availability of the facility, contractor, and City personnel. The proposal should include services to collect, handle, pack, lawfully transport, recycle, reuse, treat, and/or dispose of at a permitted disposal facility of **an estimated 40 drums and 8 cartons** of household hazardous waste material for the City of Unalaska, Alaska.

For additional information visit:

[Public Utilities Home | City of Unalaska - International Port of Dutch Harbor](#)

II. SCOPE OF SERVICES:

a. Materials to be Accepted

- i. The collection event is scheduled rain or shine. The facility provides convenient access for individuals who are interested in bringing materials for recycling, reuse, treatment, or disposal. The site will provide controlled access to the public as well as an area where materials can be removed for analysis, inventory, and appropriate handling by the Contractor, including profiling, packaging, labelling, manifesting, transportation, and disposal in accordance with all applicable regulations.
- ii. Defined as hazardous by 40 CFR Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency (EPA) under Subtitle D to the Resource Conservation and Recovery Act (RCRA) of 1976, 42 U.S.C. SS 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substances Control Act (TSCA), 15, U.S.C. 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste, materials, or substances which impose special handling or disposal requirements similar to those required by Subtitle C of RCRA; or

A substance that is either found on one of several lists of hazardous wastes in the federal regulations or exhibits one of the four following hazardous waste characteristics: corrosive (damaging to living tissue); ignitable (catches fire under certain conditions); toxic (causing injury or death if eaten or swallowed); or reactive (capable of causing an explosion).

The City of Unalaska desires to offer a program for the collection, packaging, lawful transportation, recycling, reuse, treatment, and/or disposal at a permitted facility of household hazardous waste (HHW) materials as defined herein from residents throughout the City of Unalaska. It is believed that the disposal of HHW in municipal solid waste (MSW) landfills, sewers,

septic systems, groundwater, or other environmentally inappropriate sites poses a risk to public health, safety, and the environment and may result in regulatory violations and liability.

The program is limited to household and commercial generated wastes and excludes:

- Explosives and ammunition
- Radioactive materials
- Controlled substances
- Industrial wastes

The purpose of the HHW collection program is three-fold:

1. To increase the public's awareness as to what constitutes HHW, and potential dangers associated with improper disposal of these wastes;
2. To educate the public on recycling, reusing, treating, and/or disposing at a permitted facility of HHW; and
3. To provide safe collection, handling, packing, lawful transportation, recycling, reuse, treatment, and/or disposal (at a permitted facility) of as much HHW as may be collected at the time of the event based on budget and participation.

b. Tasks

- i. The Contractor shall manage all accepted materials delivered to the site by the general public and municipality. This includes providing an appropriate number of qualified chemists, technicians, and staff to lawfully receive, identify, sort, package, label, load, and transport waste accumulated, **estimated quantity is six - 55 gallon drums of glycol from the Department of Public Works**, as well as enough general labor to expedite receiving materials during the event. Responsibilities shall include, without limitation, the unloading of materials from the general public's vehicles, identifying the materials delivered, cataloging each item, packaging the material for safe transportation and storage, manifesting the HHW, and loading the material into Contractor provided container van for ultimate processing through recycling, reuse, treatment, and/or disposal off-Island.
- ii. The Contractor shall be the "generator" of the HHW from the standpoint of the United States Environmental Protection Agency (EPA) and the Alaska Department of Environmental Conservation (ADEC). The Contractor shall comply with all municipal, state, and federal regulations and laws, ordinances, rules, and regulations. The Contractor shall also obtain, at its own expense, all permits and licenses required by federal, state, or local law or ordinance, rule, or regulation and maintain same in full force and effect. Waste acceptance, ownership, and responsibility for necessary handling, packing, lawful transportation, storage, recycling, beneficial reuse, treatment, and/or disposal of wastes received at the collection site shall pass to the Contractor from the party delivering the acceptable waste at the time that party delivers to the collection event.

c. Mobilization

- i. The Contractor shall assemble all of the necessary personnel and equipment on the site of the collection effort no later than two hours prior to the start of the event on the day of the collection, so as to be ready to begin the processing of the vehicles bringing the materials.
- ii. The City of Unalaska will provide Solid Waste Landfill personnel to assist the Contractor with the collection effort.

d. Site Operations

- i. The Contractor shall be responsible for all site operations from the point where the general public vehicles containing the materials move to the unloading area until the general public vehicles leave the unloading area. Upon arrival at the collection point, the Contractor personnel, upon permission, shall open the doors of the vehicle and remove the materials.
- ii. The Contractor shall have sufficient personnel to promptly handle the vehicles, leaving any non-acceptable materials in each vehicle and taking the acceptable materials to an area established for positive identification.
- iii. The collection day will be terminated at the specified time or sooner, at the direction of City personnel, at which time the public will not be allowed to enter the collection area. Contractor is not to accept materials after City of Unalaska staff announces the collection has closed.
- iv. The Contractor will monitor the intake of materials and estimate the volume and costs during the event.
- v. The Contractor shall load all collected material, clean up, and stow all equipment at the end of the collection event. The Contractor shall ensure that nothing is left behind from the collection effort and shall ensure that the site is in as good or better condition in all respects than it was prior to setup and preparation for the collection event.
- vi. The Contractor shall meet with City personnel onsite to ensure that the site is fully restored to its original condition. No vehicles or equipment shall remain at the collection site overnight after the day of collection without prior approval.

e. Handling, Packaging, Transportation, Reuse, Recycling, Treatment and/or Disposal

- i. The Contractor shall provide equipment, staff, and materials necessary to provide efficient collection and handling of all acceptable wastes received and shall at all times operate the Collection Site and Facilities in accordance with Applicable Law.
- ii. The Contractor shall be responsible for lawful transportation, recycling, beneficial reuse, fuel blend, treatment, storage, and/or disposal of all wastes received at the collection site and must follow all local, state, and federal regulations with regard to all disposal methods.
- iii. All third-party disposal companies must be insured by the primary Contractor.
- iv. The Contractor shall be responsible for all costs and liabilities associated with a spill or accident if it occurs during loading and transition to the treatment center from the time of entering the property to completion, both on City property and private property.
- v. The Contractor shall work under the immediate supervision of the City of Unalaska.
- vi. In the unanticipated event any residual materials are left at the collection site after the event, Contractor agrees to pick up and dispose of materials properly.

f. Record of Operations

A post-event site report shall be prepared and submitted to the City. The site report shall include, but is not limited to, the following:

- i. The quantities in units and number of drums of all waste received itemized by the waste type. Drum counts shall indicate the packing method (i.e., loose packed, Lab-Packed, or bulked) and Recycling, Beneficial Reuse, or Disposal method for each drum
- ii. Lab-Packed drums shall indicate the actual weight of waste contained in each drum, the average weight of waste per drum for each waste type, and the cumulative average weight of waste per drum for each waste type.

- iii. A report of the complaints received by the Contractor in connection with the Contractor's operations under the Contract, with a summary of the Contractor's response to the complaints, if any.
- iv. An account of any extraordinary occurrences, accidents, or emergencies that arose during the collection event.
- v. The Contractor shall provide written documentation (i.e., recycling certificate or other tracking documentation) of the ultimate reuse, recycling, treatment, and/or permitted approved disposal facilities, for materials collected at the collection event, of items by the waste type. The contractor shall also verify that all hazardous substances collected are disposed in a manner that constitutes strict adherence with EPA regulations.

g. Recordkeeping and Reporting

- i. The Contractor shall add the City of Unalaska and employees as additional insured with waiver of subrogation for workers' compensation.
- ii. The Contractor shall issue a copy of the shipping manifest immediately following the event, a copy of which will be reviewed by City personnel and which shall be submitted with the Invoice to the City.
- iii. The Contractor shall complete and submit the "Record of Operations" within thirty (30) calendar days after the event date, due before any payment of invoices.
- iv. The invoice shall be sent to apinv@ci.unalaska.ak.us.

h. City of Unalaska Furnished Property and Services

The City of Unalaska will furnish additional personnel at the collection site to assist the Contractor with the event, and will handle advertising, scheduling, site location, and provide signage to direct traffic to the site. The City will also notify the Department of Public Safety before the event. The City of Unalaska will not provide vehicles, per diem, and housing for contractors.

III. SCHEDULE:

The Contract resulting from this Request for Proposal will cover the Annual event for City Fiscal Year 27, which runs from July 1, 2026, through June 30, 2027. The Agreement will allow for two (2) mutually agreed upon one (1) year extensions for FY28 and FY29. Event dates are to be determined based upon the availability of the facility, contractor, and City personnel.

IV. SUBMITTAL AND REQUIREMENTS:

Proposals are limited to 10 pages excluding required statements, addendums, and appendices. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified below.

1. **Title Page:** Show the Request for Proposal subject, the name of the firm, address, telephone number, name of contact person, and the date.
2. **Executive Summary:** A brief overview of the proposal and the proposer's specific expertise in collecting and recycling the proposed materials.
3. **Table of Contents:** Identify the material clearly by section and page number.
4. **Proposer Information and Project Team**
 - a. Contractor name and contact information, including name of project manager, and

- applicable consultants, quality control and support staff and sub-consultants.
- b. Narrative of the process and procedures describing the method of handling the materials at the site and how the various items will be inventoried and manifested. Include a typical event set up plan.
 - c. Contractor must provide a Contingency Plan to include the following elements:
 - i. Describe provisions for the prevention of environmental contamination, the management and cleanup necessary, the prevention of explosions, fire, or the release of toxic or hazardous substance. Include provisions on protecting storm water drains.
 - ii. Describe how the following will be handled: unknown wastes, inclement weather, spills of hazardous waste, and accidents.
 - iii. Provide a typical or generic site health and safety plan. Designate a Health and Safety Office to oversee the Health and Safety Plan.
 - iv. List all emergency equipment and supplies proposed to bring to or provide at the site. List the names and telephone numbers of local emergency agencies, and the City of Unalaska, State, and Federal agencies that must be contacted in the event of a fire, spill, or other release at the collection site.
 - v. List all of the equipment and/or supplies the Contractor requires or expects the City of Unalaska and other public and private agencies to bring to or provide at the site.
 - vi. Describe provisions for material that could be dropped after the closure of the event.
5. **Letter of Transmittal:** Limit to no more than two printed pages.
- a. Briefly state the contractor's understanding of the services to be provided and include the names of persons who will be authorized to make representations for the contractor, their titles, addresses, and telephone numbers. This letter must be signed by an individual who has the authority to bind the firm.
6. **Budget**
- a. Itemized budget needed to complete the work.
 - b. Outline payment schedule based on project milestones.
7. **References**
- a. At least three references from previous clients for whom the proposer has conducted similar projects.

Sealed submissions clearly marked "Request for Proposal – Household Hazardous Waste Event" can be submitted no later than June 30, 2026, 2 p.m. local time to:

City of Unalaska
Office of the City Clerk
43 Raven Way
P.O. Box 610
Unalaska, Alaska 99685-610
Tel. 907-581-1251
Fax. 907-581-1417

OR

ehernandez@unalaska.gov

Mail to and from the island is often inconsistent and unreliable. We recommend and encourage applicants to use email submissions if possible. An electronic copy of the RFP documents may be obtained from the City of Unalaska website: unalaska.gov/rfps, for no charge.

Questions regarding this RFQ should be directed to:

Erik Hernandez, Utilities Director, via email to ehernandez@unalaska.gov

or

Edward McDuffie, Solid Waste Supervisor, via email to: emcduffie@unalaska.gov

A pre-submittal conference will be held via MS Teams on **June 5, 2026, 10:00 AM AKST**

Meeting ID: 287 963 032 613 286

Passcode: AP7AH6pP

Dial in by phone:

Phone: 1-332-249-0602

Code: 576530304#

Any submissions received after the time and date specified will not be considered.

V. EVALUATION AND SELECTION PROCESS:

A review committee under the direction of the City of Unalaska, Department of Public Utilities, will review all submissions based on the criteria below. A contract substantially in the form of Attachment A will be awarded to the highest ranked firm, which shall take into consideration:

a. Professional Experience

- Years in business
- Staff experience
- Demonstration of thorough experience in all areas relating to the collection, handling, packing, lawful transportation, recycling, reusing, treating, and/or disposing of hazardous waste at an approved facility.

b. Ability to Provide and Meet Scope of Services

- Demonstrated comprehension of the project scope, deliverables, and objectives.

c. Past Performance and References

- Examples of previous engagements with similar scope of work
- Past performance with conducting Household Hazardous Events including 3 references.

d. Total Cost

- Itemized summary of scope of the project
- Total cost for complete scope of the project

VI. ATTACHMENTS

ATTACHMENT A
CITY OF UNALASKA
Department of Utilities
ANNUAL HOUSEHOLD HAZARDOUS WASTE EVENT
Contract

This Contract is effective as of the ____ day of _____ 2026 (“Effective Date”), by and between the City of Unalaska (“City”) and _____, (“Contractor”).

WHEREAS, the City issued the Request for Proposals Annual Household Hazardous Waste Event (“RFP”); and

WHEREAS, Contractor submitted a proposal in response to the RFP (“Proposal”);

WHEREAS, the City issued a notice of intent to award the Contract to Contractor on the basis of the Proposal;

WHEREAS, the parties have negotiated a satisfactory Project Budget & Payment Schedule on the basis of the budget set forth in the Proposal.

NOW THEREFORE the parties hereto do mutually agree as follows:

1. THE SERVICES

A. Contractor shall perform the work specified or indicated in the Contract and the RFP (the “Services”). Specifically, and not to the exclusion of other terms and conditions, the Services shall consist of those described in RFP Article II “Scope of Services.”

B. Contractor represents and warrants that it has the skill and equipment necessary to perform the Services. Contractor shall perform the Services using the standard of diligence and care customary to the towing industry, free of negligence.

2. TERM OF CONTRACT & PERIOD OF PERFORMANCE.

A. *Term.* This term of this Contract shall be from the Effective Date and end when June 30, 2027; provided that the parties may, pursuant to subsection (B), agree to extend the term even if the term described in this paragraph has expired.

B. *Extension.* Upon the mutual agreement of the parties, the term of this Contract may be extended to through City Fiscal Year 2028 (7/1/27-6/30/28) and then again through City Fiscal Year 2029 (7/1/28-6/30/29).

3. INVOICE & PAYMENT

A. Unless otherwise agreed to, Contractor shall invoice City periodically, but not more than once monthly, for Services rendered. Contractor shall invoice for Services rendered in accordance with the Project Budget & Payment Schedule.

B. The City may request additional evidence in support thereof as may be reasonably required by the City and Contractor shall provide same. The City shall pay each complete invoice submitted with all required supporting documentation within 30 days of receipt. In the event that Contractor has not sufficiently demonstrated that it is entitled to payment of the full amount invoiced, the City shall pay the undisputed amount.

4. WITHHOLDING PAYMENT FOR UNSATISFACTORY SERVICE

Should Contractor provide unsatisfactory service, the City may give written notice of the deficiency in Contractor's performance. In the event of deficiency in Contractor's performance, the City may withhold any payment, or a portion thereof, to Contractor until Contractor cures the deficiency. Should City withhold any payment, or a portion thereof, the City's notice shall identify, in addition to the deficiency in Contractor's performance, the amount withheld and what action(s) Contractor must complete to receive the amount withheld.

5. INSURANCE

As of the Start Date and until the term of the Contract is complete, Contractor shall obtain and maintain the insurance requirements set forth in RFP Attachment B, INSURANCE REQUIREMENTS.

6. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its officers, employees, agents, subcontractors, insurers, successors and assigns from any breach of Contractor's obligations under this Contract; PROVIDED, however, that Contractor shall not be under any obligation to defend, indemnify or save the City harmless against claims to the extent arising out of City's gross negligence or intentional misconduct. Contractor's obligations under this paragraph shall survive termination of this Contract.

7. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warrant, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct price of consideration from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and Contractor, each of which is incorporated herein, consists of the following:

- i. This Contract;
- ii. Attachment B – Insurance Requirements
- iii. The RFP;
- iv. The Proposal; and

In the event of any conflict between the Contract Documents, the conflict shall be resolved by the priority of the Contract Documents in the sequence appearing above.

9. NOTICES

All notices required or permitted to be given under this Contract shall be in writing and (i) delivered personally to the designated officer of the party to whom directed; or (ii) sent by registered or certified

United States mail, postage prepaid, return receipt requested. All such notices shall be addressed to the party to whom directed as follows:

City: Utilities Director
City of Unalaska
P.O. Box 610
Unalaska, Alaska 99685

Contractor:

Either party may change the address for receipt of written notice by notice to the other party in writing.

10. GOVERNING LAW & FORUM

This Contract shall be construed and interpreted in accordance with, and governed and enforced in all respects by, the laws of the State of Alaska. In the event of a dispute under or as to the terms of this Contract, the parties agree that jurisdiction and venue shall lie exclusively in the state courts of the Third Judicial District, Alaska.

11. ASSIGNMENT.

This Contract may not be assigned by without the prior written consent of the City, which consent may be withheld at the City's reasonable discretion.

12. WAIVER.

The failure of either party to insist on the strict performance by the other party of any provision of this Contract or to exercise any right, power or remedy upon a breach hereof shall not constitute waiver of any provision of this Contract or limit either party's rights thereafter to enforce any provision or exercise any right, unless such waiver is evidenced in writing and executed. Any waiver shall extend only to the particular performance or breach so waived and shall not limit either party's rights with respect to any future performance or breach.

13. INTEGRATION AND MODIFICATION.

This Contract together with the Exhibits thereto and the Contract Documents shall constitute the entire sole understanding of the parties with respect to the subject matter herein and supersedes any prior oral or written representations or agreements concerning the same. City and Contractor warrant that they are not relying on any representations other than those contained in this Contract. No modification of the Contract shall be binding unless such modification is in writing and executed by both parties subsequent to the date hereof. The paragraph headings in this Contract are for convenience and reference only, and do not modify the provisions of this Contract.

IN WITNESS WHEREOF, the City and Contractor have signed all counterparts of this Contract. All portions of the Contract Documents have been signed or identified by the City and Contractor.

Contractor:

By: _____

Its: _____

Date: _____

CITY OF UNALASKA, ALASKA

By: _____

Abner Hoage, Interim City Manager

Date: _____

ATTACHMENT B
CITY OF UNALASKA
Department of Public Utilities
ANNUAL HAZARDOUS HOUSEHOLD WASTE EVENT

Contractor shall procure and maintain for the duration of the contract, at its own expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with contracted services provided by Contractor, its employees, agents or representatives.

A. Minimum Scope and Limit of Insurance: coverage shall be at least as broad as:

1. **Commercial General Liability** shall have limits not less than \$1,000,000 per occurrence and \$2,000,000 Aggregate, including coverage for Bodily Injury and Property Damage, Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, and Personal Injury Liability.

2. **Commercial Automobile Liability** on all owned, hired, non-hired and rented vehicles of not less than \$1,000,000 combined single limit per accident/occurrence for bodily injury and property damage.

4. **Workers' Compensation** insurance in accordance with the statutory coverages required by the State of Alaska, and Employers Liability insurance with limits not less than the following:

Bodily Injury by accident: \$1,000,000 per accident

Bodily Injury by disease \$1,000,000 policy limit

Bodily injury by disease \$1,000,000 each employee

5. **Professional Liability insurance** with limits of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate, subject to a maximum deductible \$10,000 per claim. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Unalaska, its officials, employees, volunteers or agents (collectively, "the City"), shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

All insurance policies as described above are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the Engineer agrees to maintain "claims made" coverage for a minimum of three years after project completion.

B. Additional Insurance Provisions

1. **Acceptability of Insurers and Cancellation Notification:** Contractor shall place coverage with insurance companies rated A-:VIII by A.M. Best Company, or companies specifically approved by the City. These policies providing coverage shall contain provisions and endorsements stating that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice to the City of Unalaska.

2. **Additional insureds:** The City shall be covered as additional insured as respects liability arising out of contracted services performed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City and this additional insured status must be endorsed upon the Commercial General Liability policy and Commercial Auto Liability Policy and any other policy where so allowed. This provision applies regardless of whether or not the City has received an additional insured endorsement from the insurer.

3. Primary Coverage: For any claims related to contracted services performed by the Contractor, Contractor's insurance coverage shall be primary coverage as respects the City. Any issuance of self-insurance maintained by the City shall be excess of Contractor's insurance and shall not contribute with it.

4. Waiver of Subrogation: There shall be no right of subrogation against the City for losses arising out of contracted services provided by Contractor by any insurer of Contractor or Subcontractors and this waiver of subrogation shall be endorsed upon the Commercial General Liability, Commercial Auto, and Workers' Compensation policies, and any other policies where so allowed. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, or Contractor shall be required to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.

6. Verification of Coverage: Before service begins Contractor shall furnish the City with Certificates of Insurance on standard Accord forms evidencing required insurance coverage, including all required amendatory endorsements. Failure to obtain the required certificates and endorsements prior to beginning service shall not waive Contractor's obligation to provide them and shall not affect the coverage provided to the City. Acceptance of Certificates of Insurance with deficient or erroneous coverage does not absolve Contractor from carrying and maintaining the required coverage.

Certificates of Insurance shall be prepared and emailed to:

Certificate Holder: City of Unalaska, Dept. of Public Utilities
P.O. Box 610, Unalaska
Unalaska, AK 99685

Email to: ehernandez@unalaska.gov and risk@unalaska.gov

The City reserves the right to request complete, certified copies of full insurance policies, including endorsements.

7. Sub-Contractors Coverage: If the Contractor employs Sub-Contractors to perform any work hereunder, the Contractor agrees to require such Sub-Contractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work or service hereunder, policies of insurance which comply with all requirements. This requirement is applicable to Sub-Contractors of any tier. It is further agreed, that upon request by the City, the Contractor will provide copies of any and all Sub-Contractor certificates of insurance and endorsements for review of compliance.

8. Maintenance of Coverage: Failure by the Contractor to maintain the required insurance coverage or to comply with the above, may, at the option of the City, be deemed defective work and remedied in accordance with the service contract.

9. Notification of Change in Requirements: The City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, after 30 days prior written notification to Contractor.

ATTACHMENT C
CITY OF UNALASKA
Department of Public Utilities
ANNUAL HAZARDOUS HOUSEHOLD WASTE EVENT



Unalaska Baler Facility



WORK ON PROGRESS

This document represents current concepts as of date 01/15/2025

DESIGNED BY

U.S. DEPARTMENT OF TRANSPORTATION

ALASKA DEPARTMENT OF PUBLIC WORKS

REVISION

BY

DATE

NO.

CITY OF UNALASKA

1035 E BROADWAY AVENUE

UNALASKA AK, 99685

(907) 581-1260

DEPARTMENT OF PUBLIC WORKS

LANDFILL
CITY OF UNALASKA

LANDFILL LAYOUT

PROJECT DESIGNATION

SCALE: 1:120

DESIGNED BY:

DRAWN BY: UH

CHECKED BY:

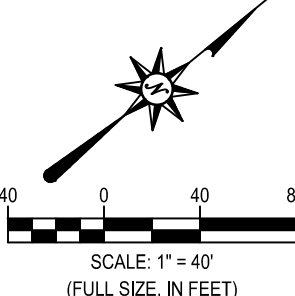
DATE: 01/15/2025

SHEET NO.

TOTAL SHEETS

1

2



DEPARTMENT OF PUBLIC WORKS

CITY OF UNALASKA
1035 E BROADWAY AVENUE
UNALASKA AK, 99685
(907) 581-1260

DEPARTMENT OF PUBLIC WORKS

EXISTING GRADE

SCALE: 1:40	
DESIGNED BY:	
DRAWN BY: UH	
CHECKED BY:	
DATE: 01/15/2025	
SHEET NO.	TOTAL SHEETS
2	2

Annual Household Hazardous Waste Event

City of Unalaska

Due June 30, 2026



REPUBLIC
SERVICES

US Ecology Alaska LLC, a Republic Services Company

POC: W. Paul Nielsen III; Territory Sales Manager - Alaska
T: 907.646.5005; E: pnielsen@republicservices.com
619 E Ship Creek Ave Anchorage, AK 99501



2. Executive Summary

City of Unalaska deserves a contractor that not only understands household hazardous waste (HHW) but understands Alaska.

US Ecology Alaska, LLC, a Republic Services company (Republic Services) is proud to be a team of **Alaskans serving Alaskans**, with more than 40 years operating across the state and decades of hands-on experience executing safe, compliant HHW programs in remote and logistically complex communities.

We are not learning Alaska—we live it, work in it, and support communities across it every day. Today, Republic Services actively provides HHW services to municipalities representing a significant portion of the state's population and has successfully completed **thousands of collection events and environmental projects statewide**.

For the City of Unalaska, we provide a **fully integrated, turnkey solution**—from waste acceptance and characterization through packaging, transportation, recycling, and final disposal—backed by Republic Services' national infrastructure and permitted treatment, storage, and disposal capabilities.

Uncompromising Compliance – No Exceptions

At Republic Services, compliance is not a checkbox—it is an **absolute**.

Our team operates with a zero-tolerance approach to regulatory risk, with deep expertise in:

- **DOT hazardous materials transportation requirements**
- **RCRA hazardous waste regulations**
- **OSHA safety standards and HAZWOPER protocol**

Every container, every manifest, and every shipment is managed with precision and accountability. Our personnel are trained, certified, and experienced in **multi-modal Alaska transportation logistics**, ensuring compliant handling across air, sea, and land—without shortcuts, assumptions, or exposure.



City of Unalaska
Household Hazardous Waste Event

Unlike competitors who may rely on standardized lower-48 approaches, Republic Services brings **proven, Alaska-specific compliance execution**, built on decades of working directly with regulators, carriers, and remote communities across the state.

Proven Performance in Alaska Communities

Republic Services currently supports HHW and hazardous waste programs for leading municipalities including:

- Municipality of Anchorage
- Matanuska-Susitna Borough
- Fairbanks North Star Borough
- Kenai Peninsula Borough
- Kodiak Island Borough
- Cities of Kotzebue, Haines, Skagway, Sitka, Petersburg, and Wrangell

These programs reflect our ability to deliver:

- Safe, organized, and efficient HHW events
- Seamless coordination with local staff
- Reliable waste transportation and disposal
- Full cradle-to-grave accountability

Delivering Confidence to the City of Unalaska

The City of Unalaska can expect:

- **No learning curve** — an experienced Alaska-based team ready on day one
- **Flawless compliance execution** — especially in DOT hazardous materials management
- **Efficient, well-controlled event operations**
- **A trusted partner committed to safety, accountability, and results**

Republic Services brings the people, experience, and operational discipline to deliver this program the right way—the first time.

Best Regards

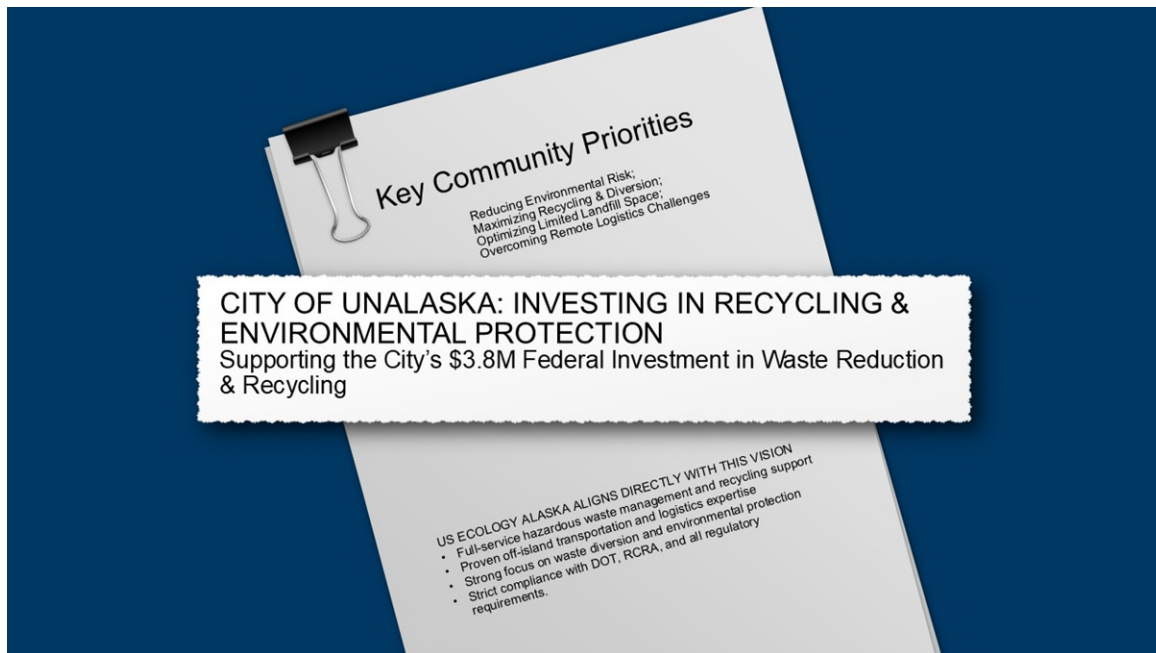
A handwritten signature in blue ink, appearing to read "Matt Melton".

Matt Melton
General Manager Alaska
(907) 201-4808
E: mmelton@republicservices.com



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4. Proposer Information and Project Team

Proposer Information and Project Team

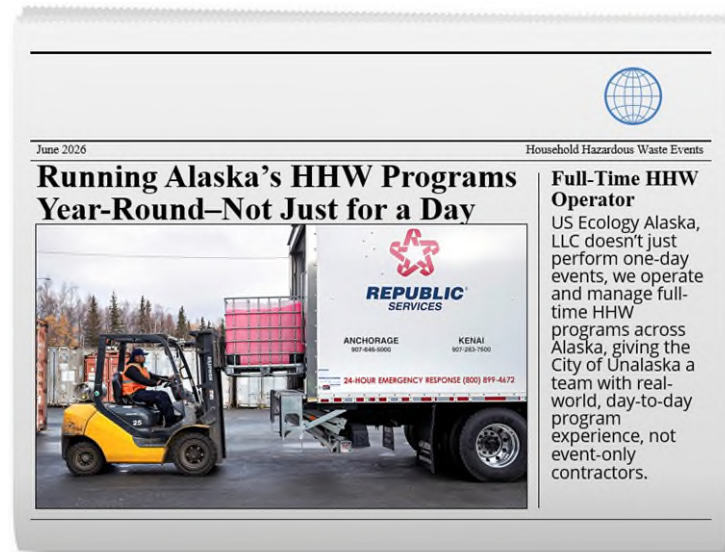
a. Contractor name and contract information, including name of project manager, and applicable consultants, quality control and support staff and sub-consultants.

Contractor Name: US Ecology Alaska, LLC a Republic Services Company.

Contractor Address: 619 East Ship Creek Ave. Suite 309, Anchorage, AK 99501

Project Manager/Onsite: Ian Combs

Safety, and Support Staff: Marc Palmisano and Michael Cooney



b. Narrative of the process and procedures describing the method of handling the materials at the site and how the various items will be inventoried and manifested. Include a typical event set up plan.

We will implement a proven HHW event workflow used across Alaska communities.

Process Overview:

- Waste is **visually inspected, verified with participant, and field screened (if needed for unknowns)**
- Materials are **segregated by hazard class and compatibility**
- Packaged into **Loose packs, lab packs, drums, or bulk containers** per DOT/RCRA requirements
- Each item is **logged on inventory sheets and assigned to manifest profiles**
- Waste is **labeled, manifested, and prepared for shipment to permitted TSDFs**



Typical Event Setup:

- Controlled traffic flow → unloading zone → sorting tables → packaging/staging area
- Dedicated areas for:
 - o Flammable liquids
 - o Corrosives
 - o Toxics / reactives
 - o Universal waste
- Secondary containment throughout processing areas

c. Contractor must provide a Contingency Plan to include the following elements:

i. Describe provisions for the prevention of environmental contamination, the management and cleanup necessary, the prevention of explosions, fire, or the release of toxic or hazardous substance. Include provisions on protecting storm water drains.

- Immediate placement of leaking containers into **secondary containment**
- Segregation of incompatible materials to prevent reactions
- No ignition sources; controlled handling of flammables
- Spill kits and absorbents staged throughout site
- **Stormwater protection:** tarps, berms, and drain covers used at all potential exposure points
- Continuous staff oversight to prevent releases

ii. Describe how the following will be handled: unknown wastes, inclement weather, spills of hazardous waste, and accidents.

- **Unknown Waste:** Field screening (pH, flammability, oxidizers); conservatively managed and segregated
- **Inclement Weather:** Covered work areas, phased shutdown if unsafe, materials secured
- **Spills:** Immediate containment, absorb, collect, repack, document
- **Accidents:** Stop work, secure area, notify PM and emergency responders; follow escalation protocol

iii. Provide a typical or generic site health and safety plan. Designate a Health and Safety Office to oversee the Health and Safety Plan.

A Site-Specific Health & Safety Plan (SSHSP) will be implemented.



Includes:

- 40-hour HAZWOPER-trained personnel
- Daily safety briefings / tailgate meetings
- PPE requirements by task
- Hazard assessments and safe work practices
- Emergency response procedures and evacuation routes

Health & Safety Officer:

Designated on-site supervisor (e.g., Project Manager or Safety Lead) responsible for full plan oversight and compliance.

iv. List all emergency equipment and supplies proposed to bring to or provide at the site. List the names and telephone numbers of local emergency agencies, and the City of Unalaska, State, and Federal agencies that must be contacted in the event of a fire, spill, or other release at the collection site.

Equipment Provided:

- Spill kits (absorbents, pads, booms)
- Fire extinguishers
- Overpack drums, containment liners
- PPE (gloves, Tyvek, eye protection)
- First aid kits, eyewash

Emergency Contacts (to be finalized with City):

- Unalaska Fire Department
- Unalaska Police Department
- Iliuliuk Family & Health Services
- Alaska DEC
- National Response Center (NRC)

v. List all of the equipment and/or supplies the Contractor requires or expects the City of Unalaska and other public and private agencies to bring to or provide at the site.

- Traffic control (cones, signage, personnel)



City of Unalaska
Household Hazardous Waste Event

- Site access and staging area
- Basic materials (drums, boxes, pallets if available)
- Public outreach / event coordination support

vi. Describe provisions for material that could be dropped after the closure of event.

- No materials accepted after closure
- Late arrivals redirected to:
 - Scheduled follow-up (if applicable), or
 - Approved alternate disposal options
- Any dropped materials secured, documented, and managed per standard procedures





5. Letter of Transmittal

(limit no more than two printed pages)

a. Briefly state the contractor's understanding of the services to be provided and include the names of persons who will be authorized to make representations for the contractor, their titles, addresses, and telephone numbers. This letter must be signed by an individual who has the authority to bind the firm.

City of Unalaska
Department of Public Utilities
P.O. Box 610
Unalaska, AK 99685

RE: Request for Proposals | Household Hazardous Waste Event

Dear City of Unalaska Selection Committee,

US Ecology Alaska, LLC, a Republic Services Company, is pleased to submit this proposal to the City of Unalaska for the provision of Household Hazardous Waste (HHW) collection event services.

US Ecology Alaska, LLC understands that the City of Unalaska is seeking a qualified contractor to **plan, manage, and execute an annual HHW collection event**, including waste acceptance, identification, packaging, manifesting, transportation, recycling, and final disposal. The selected contractor will assume full responsibility for **cradle-to-grave management of all collected materials** and ensure strict compliance with all applicable federal, state, and local regulations.

Our team will provide a **turnkey solution**, including qualified personnel, equipment, site operations, regulatory compliance, transportation logistics, and post-event reporting. As an Alaska-based organization, we bring extensive experience performing these services in remote and logistically complex environments throughout the state.

The following individuals are authorized to make representations on behalf of US Ecology Alaska, LLC a Republic Services Company, and to bind the firm contractually:



City of Unalaska
Household Hazardous Waste Event

Authorized Representatives

Matt Melton

General Manager
US Ecology Alaska, LLC
619 East Ship Creek Avenue, Suite 309
Anchorage, AK 99501
Phone: 907-201-4808

W. Paul Nielsen III

Territory Sales Manager
US Ecology Alaska, LLC
619 East Ship Creek Avenue, Suite 309
Anchorage, AK 99501
Phone: 907-646-5005

US Ecology Alaska, LLC certifies that all information contained in this proposal is accurate and complete and that we have the authority to submit this proposal and enter into a contract with the City of Unalaska.

We appreciate the opportunity to support the City of Unalaska and look forward to delivering a safe, compliant, and successful HHW program.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Matt Melton".

Matt Melton

General Manager- Alaska Business Unit

US Ecology Alaska, LLC



6. Budget

a. Itemized budget needed to complete the work.

b. Outline payment schedule based on project milestones.

- Mobilization
- Staffing & 1 day event execution
- Two-person crew for two days' work plus travel
- Two overnight lodging, 3 days of Meals and rental car

PROJECT SUMMARY for EVENT ONLY:	
<i>LABOR EXPENSE</i>	<i>\$20,700.00</i>
<i>EQUIPMENT</i>	<i>\$200.00</i>
<i>CONSUMABLES AND PPE</i>	<i>\$360.00</i>
<i>INCIDENTAL EXPENSES</i>	<i>\$236.00</i>
<i>AIRFARE, LODGING, MEALS, CAR RENTAL</i>	<i>\$8,546.60</i>
<i>ESTIMATED EVENT TOTAL:</i>	<i>\$30,042.60</i>

All New Drums and Cartons for packaging the waste delivered by the Public must be supplied by the City of Unalaska. Republic Services can assist the City with procuring these items at additional cost. All Material must be on site at the start of the event.

The City of Unalaska will be required to provide an adequate number of properly trained Solid Waste Landfill Personnel to assist with the collection event. This also includes a suitable forklift and a properly trained and qualified Operator to assist with loading packed materials into the shipping container.

Weather or Aircraft delays beyond the control of Republic Services will result in additional charges for any required additional lodging, meal, and chargeable personnel time spent in Dutch Harbor.



City of Unalaska
Household Hazardous Waste Event

- Drum/carton disposal
- Transportation

PROJECT SUMMARY for WASTE T&D ONLY:	
<i>DISPOSAL</i>	<i>\$9,400.00</i>
<i>TRANSPORTATION</i>	<i>\$26,164.00</i>
<i>ESTIMATED PROJECT TOTAL:</i>	<i>\$35,564.00</i>

- Pricing based on disposal of 40 drums and 8 CYB cartons of HHW.
- Pricing for Transportation based on 40 drums and 8 CYB cartons (NTE 40,000 lbs.) from Project site in Unalaska to Republic Services' EPA permitted TSDF in Idaho. This is a Hazardous Materials Shipment for HHW generated waste streams properly Packaged, Labeled, Marked, Placarded and Shipped utilizing a Non-Hazardous Waste Manifest and carrier Bill of Lading documents.

This is an Estimated Budget Amount based on only the information outlined in the RFP. The actual amount of HHW collected, packaged and shipped for Treatment, recycling and disposal may vary from these estimated amounts.

Payment for all services will be NET 30 days from the time an Invoice is sent for the services rendered. Republic Services reserves the right to Invoice for the Total Project in two Phases, one at the completion of the onsite event and one for when the HHW Waste leaves Dutch Harbor on the way to the TSDF in Idaho.

This proposal is submitted contingent upon the right to negotiate an agreement with mutually acceptable contract terms and conditions, which are reflective of the work contemplated in the Request for Proposal documents, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Republic Services reserves the right to decline to enter into such an agreement without prejudice or penalty.

Please see the Appendix for Environmental Services Agreement.



7. References

a. At least three references from previous clients for whom the proposed has conducted similar projects.

Name	Contact Info	Date	Description of Services, Key Personnel
Municipality of Anchorage	Kelli Toth Director- Solid Waste Services 907-223-5253 Office kelli.toth@anchorageak.gov	Current contract holder since 2009	Contract for Professional Services to Operate the entire HHW Program. Project Manager Ed Tracy and crew of 6 provide complete program oversight.
Matanuska-Susitna Borough	Jeff Smith Solid Waste Division Manager 907-861-7606 Office Jeff.Smith@matsugov.us	Current contract holder since 2016	Household Hazardous Waste Transportation and Disposal Contract Republic Services provides all required Transportation and Disposal of Borough collected and packaged HHW
Fairbanks North Star Borough	Craig Jordan Public Works Solid Waste Manager 907-459-1365 Office Craig.jordan@fnsb.gov	Current contract holder since 2021	Solid Waste Facility Household Hazardous Waste Recycling/Disposal Contract Republic Services provides all required Transportation and Disposal of Borough collected and packaged HHW
Kenai Peninsula Borough	Solid Waste Director - Vacant Eric Lervig Solid Waste Operations Manager 907-262-9667 Office elervig@kpb.us	Current contract holder since 2011	Household Hazardous Waste Transportation and Disposal Contract Republic Services provides all required collection events across the Borough including Transportation and Disposal of all collected and packaged HHW
City of Sitka	Joe Swain Environmental Superintendent 907-747-4071 joeswain@cityofsitka.org	Current Contract holder since 2021	Household Hazardous Waste Event Services. Republic Services provides twice yearly collection events including Transportation and Disposal of all collected and packaged HHW
City of Skagway	Tyson Ames Public Works Director 907-983-2449 Office t.ames@skagway.org	Current Contract holder since 2021	Household Hazardous Waste Disposal Services. Republic Services provides one yearly collection event including Transportation and Disposal of all collected and packaged HHW.

Other References are available upon request.



Appendix

Table of Contents:

- City of Unalaska Business License
- State of Alaska Business License
- State of Alaska Contractors License
- W9
- Environmental Services Agreement
- ADEC PRAC Registration Alaska
- Certificate of Insurance
- Statement of Qualifications Environmental Solutions

CITY OF UNALASKA

P.O. BOX 610 UNALASKA, ALASKA 99685 (907)581-1251

No:

2796

Municipal Business License

Pursuant to Unalaska City Code Section 9.04.010 this authorizes

US ECOLOGY ALASKA LLC

425 E OUTER SPRINGER LOOP

PALMER

AK

99645

to operate a business in Unalaska, Alaska for 2026

Issuance of a Municipal Business License does not imply expertise or qualifications to conduct a trade or business, nor imply compliance with Federal or State licensing requirements

Heidi Magdaong
City Clerk's Office

12/17/2025

Date

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that the owner

US ECOLOGY ALASKA, LLC

is licensed by the department to do business as

US Ecology Alaska, LLC

425 Outer Springer Lp. Rd., Palmer, AK 99645

for the period

November 18, 2025 to December 31, 2027
for the following line(s) of business:

56 - Administrative, Support, Waste Management and Remediation Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Sande
Commissioner

License #: 198041
Effective: 3/11/2025
Expires: 09/30/2026

State of Alaska

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing

Regulation of Construction Contractors and Home Inspectors

Licensee: **US ECOLOGY ALASKA, LLC**

License Type: **General Contractor Without Residential Contractor Endorsement**

Status: **Active**

Doing Business As: **US ECOLOGY ALASKA, LLC**

Note: Contractor held previous licenses CONE28558, CONE40047, & 109870.

Commissioner: Julie Sande

Relationships

No relationships found.

Designations

No designations found.

US ECOLOGY ALASKA, LLC
3500 SUNRISE HWY BLD 200 STE 200
GREAT RIVER, NY 11739

Wallet Card

State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors US ECOLOGY ALASKA, LLC DBA: US ECOLOGY ALASKA, LLC As General Contractor Without Residential Contractor Endorsement		
License 198041	Effective 3/11/2025	Expires 09/30/2026

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Republic Services, Inc.	
	2 Business name/disregarded entity name, if different from above. US Ecology Alaska, LLC (ein 26-0025054)	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) D <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 5353 E City North Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Phoenix, AZ 85054	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
6	5	-	0	7	1	6	9	0 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1/6/2026
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Environmental Services Agreement

This Environmental Services Agreement ("Agreement") is effective as of this **DATE** day of **MONTH**, **YEAR** ("Effective Date"), by and between **SELECT REPUBLIC OPERATING ENTITY**, a Republic Services company and having offices at **ENTER REPUBLIC OFFICE ADDRESS** ("Contractor"), and **ENTER CUSTOMER ENTITY**, having offices at **ENTER CUSTOMER OFFICE ADDRESS** ("Customer"). Contractor and Customer may be referred to in this Agreement as "Parties" and individually as "Party".

Contractor and its Affiliates are engaged in the business of providing environmental and industrial services, goods, and equipment, including, but not limited to, waste or other material management, emergency response, remediation, cleaning, vacuuming, decontamination, demolition, containment, transportation, treatment, recycling, disposal, and related services (collectively, "Services"). In the course of its business, Customer generates, utilizes, or manages certain waste or other material ("Waste"), and may require Services. In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. AFFILIATES. The term "Affiliate" means any existing or future entity that controls, is controlled by, or is under common control with, Contractor. At any time during this Agreement, an Affiliate may perform Services for Customer at the direction of Contractor, or at the direction of Customer under the same terms of this Agreement pursuant to a Pricing Document that is issued to Customer by the Affiliate. When an Affiliate so performs, all references to "Contractor" herein will refer only to the Affiliate performing the Services, as if this Agreement was entered into solely between that Affiliate and Customer. Customer will not hold Contractor, or any other nonperforming Affiliate, liable or jointly liable for Services that it was not obligated to perform or under any Pricing Document to which it is not a party.

2. TERM; TERMINATION. This Agreement will continue for a period of 3 years from the Effective Date and will automatically renew for successive periods of 1 year each ("Term"). If any Services commenced prior to the execution of this Agreement, the Parties intend that these terms and conditions shall apply retroactively to such Services. Either Party may terminate a Pricing Document or this Agreement upon 30 days prior written notice to the other Party. Termination of this Agreement shall result in the automatic and simultaneous termination of all Pricing Documents. Upon termination, (a) all Contractor equipment shall be returned to Contractor in the same condition it existed when Customer received it, ordinary wear and tear excepted, and (b) Customer will compensate Contractor for all Services performed up to the termination date, demobilization and decontamination charges, and any

other expenses incurred by Contractor related to the termination. Any terms or conditions in this Agreement that could impact a Party's rights or obligations after the termination of this Agreement shall survive termination.

3. PROCEDURE. Customer will submit to Contractor a request for Services with sufficient detail to enable Contractor to provide a Pricing Document. A "Pricing Document" could be a proposal, authorization, purchase order, scope of work, or similar document that sets forth pricing and specific terms and conditions for the Services and may be signed by both Customer and Contractor. Contractor will have no obligation to perform Services not expressly described in a Pricing Document. Customer authorizes Contractor to immediately commence performance of the requested Services as Contractor deems necessary. Customer further authorizes Contractor, unless otherwise stated in a Pricing Document, to determine all aspects of the Services in Contractor's sole discretion. Contractor's pricing or proposal documents will govern in the event of any conflict with the terms of any Customer provided document. All Services performed by Contractor during the Term shall be subject to this Agreement regardless of whether the Pricing Document expressly identifies or incorporates this Agreement.

4. WASTE SERVICES. Except as otherwise directed by Contractor, prior to any Waste management, handling or disposal, Customer must submit to Contractor for approval a completed waste product questionnaire, profile, manifest, or similar document describing Waste to be handled ("Waste Documentation") and provide a representative sample (if Contractor requests). Contractor is not required to perform an exhaustive analysis of the Waste to identify its components, nor will any Contractor analysis relieve Customer of its responsibility to ensure the Waste conforms to the approved Waste Documentation. Contractor does not guarantee that it will accept any particular type of Waste upon receipt of Waste Documentation.

A. TITLE AND LIABILITY. Title, liability, and responsibility for Waste will pass to Contractor upon Contractor's acceptance of the Waste at Contractor's facility unless shipment of the Waste is the responsibility of Contractor,

in which event title, responsibility and liability will pass upon delivery to, and acceptance by, Contractor at the commencement of shipment. Title, liability, and responsibility for Non-Conforming Waste will always remain with Customer, regardless of whether physical possession has passed to Contractor. Under no circumstances shall Contractor be deemed the generator of any Waste or other material managed under this Agreement.

B. NON-CONFORMING WASTE. "Non-Conforming Waste" is any material that deviates from the description provided by Customer (including specifications set forth in the approved Waste Documentation) or any representative sample or supporting information or analyses, or that could alter the hazard, risk, or cost assumed by Contractor in performing the Services, or does not comply with applicable regulations, or that could cause Contractor to be in noncompliance with any permit or other authorization. If Contractor determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste, and convey it to Customer or another location. Customer will pay Contractor's penalties, damages, and costs related to the Non-Conforming Waste including, without limitation, for injury to people or property, handling, analysis, transportation, repackaging, and time involved in conveying Non-Conforming Waste to Customer or other location or arranging for alternative disposal.

C. PACKAGING, LOADING AND TRANSPORTATION. Unless Contractor agrees to provide packaging, loading, and transportation of the Waste to Contractor's facility, Customer is responsible for each. If packaging is Customer's responsibility, it shall ensure that its Waste is properly classified, packaged, marked, labeled and in condition for shipment per applicable regulations. If loading is Customer's responsibility, it shall properly and legally load its Waste on vehicles provided or arranged for by Contractor to transport the Waste. If transportation is Customer's responsibility, it shall arrange to legally transport the Waste to Contractor's facility. The Parties agree and understand that reasonable refusal by Contractor or its subcontractor to package, load, transport, handle, dispose of, or recycle Non-Conforming Waste will not be a breach of this Agreement. Customer acknowledges that any Waste received that is not properly classified, packaged, marked, labeled, or contained may still be processed by Contractor, at its sole discretion, but will be subject to additional charges.

5. EQUIPMENT.

A. Equipment provided by Contractor for Customer's use or operation is rented to Customer at the rates and applicable surcharges specified in the Pricing Document and pursuant to any terms included in Contractor provided documents. Contractor will direct delivery and pick up of the equipment, at Customer's expense. Customer acknowledges that additional fees will apply: (i) for surcharges and taxes, (ii) if Contractor provides or directs delivery, pick up, repair, maintenance, cleaning, or any other related service, (iii)

if any agency assesses a fee related to the equipment, (iv) to all accessories, attachments, replacement units or parts, substitutions, additions, upgrades, and exchanges, (v) for excessive wear that reduces the life of the equipment, and (vi) as otherwise directed by Contractor.

B. Customer accepts the equipment in "as is" condition and certifies it will inspect the equipment before use to confirm it is clean, compatible with Customer's intended use, and in proper working condition. Contractor makes no guarantees, warranties, or other representations, express or implied, regarding the equipment as to merchantability, fitness for a particular purpose, or otherwise.

C. Customer will comply with all applicable statutes, ordinances, orders, rules, and regulations of all federal, state, and local governments ("Applicable Law"), in its operation and management of the equipment, and will ensure that only trained, qualified, and licensed operators of Customer use the equipment. Customer shall not assign or sublease its right to use the equipment. Customer will maintain the equipment in good repair and working order at its sole cost. Customer shall have the care, custody, and control of the equipment and assumes all risks of loss, damage, destruction, or interference with use of, and accepts responsibility for, the equipment while in its possession. Customer will not alter the equipment without Contractor's written consent, and any alterations will become Contractor's property. Customer shall not acquire any right, title, or interest in the equipment.

D. Contractor is not obligated to confirm the existence or adequacy of Customer's insurance, or to provide insurance for the equipment for Customer's benefit. Without limiting the obligations set forth in Section 13, Customer will maintain insurance against equipment loss, theft, damage, and destruction, in an amount greater than or equal to the equipment's full replacement value, with loss payable to Contractor. Customer will also maintain sufficient comprehensive general all-risk liability insurance, including product liability coverage, insuring Contractor and Customer with a severability of interest endorsement or its equivalent, against all loss or liability for damages either to persons or property or otherwise, which might occur in connection with the condition, use, or operation of the equipment. Customer will provide Contractor with a certificate of insurance along with copies of endorsements that confirms such insurance coverage, designates Contractor as loss payee and/or additional insured, and provides that said insurance will not be invalidated by any act, omission, or neglect of Customer and cannot be cancelled without 30 days prior written notice to Contractor.

E. Customer's site must be accessible for the size and type of equipment rented. If any vehicle or other equipment provided by Contractor arrives at Customer's site and cannot be delivered or picked up as intended due to inaccessibility, Customer will be responsible to pay the full transportation charge, any applicable minimum charge, and any applicable portal-to-portal technician fee.

F. Upon termination of this Agreement or any Pricing Document related to the equipment rental, Contractor will arrange to pick up the equipment at Customer's cost, and Customer will ensure the equipment is in the same or better condition as when initially received by Customer, with the interior and exterior clean and free of any foreign matter. Contractor may perform, in its discretion, any additional cleaning, at Customer's expense. If Customer fails to provide access to the equipment, Contractor is authorized to proceed by any lawful means to recover the equipment, and Customer will pay all costs related to Contractor's repossession, repair, and cleaning.

6. EMERGENCY RESPONSE

A. Customer may request emergency response Services by telephone at **800-899-4672** or pursuant to an executed Pricing Document. Customer shall provide Contractor with all information necessary to assess the type of response Service needed, upon which Contractor will rely in determining if and to what extent Contractor will respond. All emergency response related Services are provided at Contractor's current standard rates, unless otherwise quoted by Contractor.

B. Customer acknowledges that Contractor's provision of response related Services is on an as-available basis and does not guarantee Contractor's response or a response within a specific timeframe. Customer acknowledges that Contractor does not represent or warrant that it will recover any specific quantity of Waste, that it will achieve any specific level of cleanliness, that its Services will result in full containment of Customer's release, or that its Services will not result in additional releases. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT, AND CUSTOMER WAIVES ANY CLAIMS THAT, ITS SERVICES WILL RENDER ANY REAL OR PERSONAL PROPERTY, SAFE FOR HUMAN ACTIVITY OR OCCUPATION, OR BE IN COMPLIANCE WITH ANY APPLICABLE LAW, OR ACHIEVE FULL CONTAINMENT.

7. REMEDIATION; RESTORATION.

A. In Contractor's performance of assessment and remediation Services, Contractor does not guarantee that all sources of possible contamination will be identified or that all contaminants will be detected, properly identified, remediated, or removed.

B. Contractor will exercise reasonable care to minimize damage to the site. Customer acknowledges that, despite Contractor's reasonable care, some damage may occur in the normal course of the Services and agrees that Contractor will not be liable for such damage and will be entitled to additional compensation if it is asked to perform restoration services or other services not expressly included in the scope of Services.

8. ON SITE SERVICES. Customer shall ensure unobstructed access to Customer's site and/or area to be serviced. Customer shall inform Contractor of any known hazards or risks associated with the site, and Customer represents and warrants that it maintains and shall maintain a safe working environment for Contractor's personnel. If, in its sole discretion, Contractor discovers any hazardous or unsafe working condition, Contractor

shall have the right to immediately take action to mitigate such unsafe conditions, and Contractor shall be under no obligation to continue performing any of the Services until such action is complete and the site is safe. Customer shall inform Contractor in writing of any site-specific conditions or requirements that will impact the performance of the Services prior to the commencement of Services.

9. CHANGES. Contractor's proposed compensation will represent its best estimate, taking into account the costs, effort, and time it expects to expend in performing the Services based on its reasonable assumptions of the conditions and circumstances under which the Services will be performed. As the Services are performed, conditions may change or circumstances outside of Contractor's reasonable control may develop which would require Contractor to expend additional costs, effort, or time to complete the Services, in which case Contractor will notify Customer and an equitable adjustment will be made to Contractor's compensation and the time for performance. Unless otherwise specified in writing, Contractor's proposed fees will assume that Contractor will not encounter any underground structures, utilities, boulders, rock, water, running sand, or other unanticipated conditions while drilling or excavating, and Contractor shall be compensated for any additional efforts expended or costs incurred in addressing such conditions. If hazardous conditions of any type or quantity not originally anticipated are discovered at the site, Contractor in its sole discretion may suspend and amend the scope of Service or terminate the Services and Contractor shall be compensated for Services performed and for costs reasonably incurred in connection with the suspension or termination.

10. CONTRACTOR WARRANTIES. Contractor warrants and represents to Customer:

A. Contractor is engaged in the business of performing the Services and has appropriate expertise, facilities, and ability to perform the Services in a lawful manner.

B. Contractor will provide supervision, labor, materials, tools, equipment, and subcontracted items for the performance and completion of the Services as agreed in writing between the Parties.

C. Contractor will perform the Services in compliance with all Applicable Law.

11. CUSTOMER WARRANTIES & RESPONSIBILITIES. Customer acknowledges, warrants, and represents to Contractor:

A. Prior to any Services, Customer will advise Contractor of all known and potential health, safety, and environmental issues associated with the site and Services. Customer will provide full and complete information regarding its requirements for the Services and will immediately transmit to Contractor any new information which becomes available or any change in plans after providing such information.

B. Customer will comply with all Applicable Laws and its legal responsibilities as a generator of Waste, including

providing all required notices regarding the Services to the appropriate government authorities.

C. It is Customer's responsibility to secure and pay for all necessary approvals, easements, assessments, permits, and charges required and to ensure Contractor's legal access to the site and to perform the Services.

D. The Waste delivered to Contractor will conform to the description provided in the Waste Documentation, representative samples, supporting information, and analyses. Customer will comply with all Contractor requests for evidence of Customer's continuing compliance with the terms of this Agreement and any Waste Documentation, including, without limitation, the following: (a) providing new and/or updated Waste Documentation on Waste offered for transportation and disposal; (b) providing appropriate certification that the Waste Documentation accurately reflects the Waste offered for transportation and disposal; and (c) re-sampling the Waste, at Customer's expense, if Contractor reasonably questions such Waste's acceptability under this Agreement or any Waste Documentation.

12. BILLING; PAYMENT. Unless otherwise set forth in the Pricing Document, Contractor's charges will not include any taxes, excise, fees, duties, or other government charges related to the goods or Services provided under this Agreement, and Customer shall pay such amounts or reimburse Contractor for any amount it pays. Unless otherwise set forth in the Pricing Document, Contractor may change the prices stated in the Pricing Document by giving Customer notice of such change at least 7 days before the effective date thereof. If any change in price is refused by Customer, Contractor may terminate the applicable Pricing Document upon notice to Customer. Contractor will submit each invoice to Customer at:

ENTER CUSTOMER BILLING ADDRESS

Customer will pay in cash at the time Waste is accepted, or at the time the Services are provided, unless credit has been approved by Contractor, in which event Customer will pay within 30 days of invoice date at the address indicated on Contractor's invoice. All amounts outstanding more than 30 days after invoice date will incur late fees at the rate of 1.5% per month. Customer will notify Contractor of any disputed amounts within 30 days of the invoice date. The portion of any invoice not disputed within such period will be deemed accepted by Customer. During the 10 business days following notification of a disputed amount, the Parties will attempt in good faith to resolve said amount and, if resolved, Customer will immediately pay the agreed-upon amount to Contractor. If any undisputed invoice amount is not paid within 30 days of its due date, Contractor may suspend or terminate Services.

Please check if a purchase order number is required on the invoice for payment. ☐

13. INSURANCE. Each Party will procure and maintain, at its expense, during the Term of this Agreement, at least the following insurance:

A. Workers' compensation (or equivalent) with statutory limits and employer's liability insurance (or equivalent) with a limit not less than \$1,000,000 per accident;

B. Commercial or general liability insurance coverage for premises and operations, contractual liability completed operations, with limits of not less than \$1,000,000 per occurrence for bodily injury, death, and property damage and \$2,000,000 per aggregate, adding the other Party as an additional insured to the extent of each Party's indemnification obligation;

C. Automobile liability insurance (including owned, non-owned and hired vehicles) with limits as required by Applicable Law or with a combined single limit for bodily injury, death and property damage of not less than \$1,000,000 per occurrence, whichever is greater; and

D. Pollution legal liability with a limit of \$1,000,000 aggregate.

E. Contractor will also maintain excess or umbrella liability with limits of \$5,000,000 per occurrence.

F. Each Party will furnish the other Party, upon request, insurance certificate(s) evidencing the above coverages.

14. INDEMNIFICATION

A. **CONTRACTOR INDEMNIFICATION.** Contractor will indemnify, defend, and hold harmless Customer, its officers, directors, employees, and agents from any civil penalties, costs, damages, claims, and causes of action, including court costs and reasonable attorney fees, that are brought or incurred on account of death or bodily injury to any person; damage to any property; injury to, destruction of, or loss of natural resources; or any violation of Applicable Law ("Losses") to the extent arising out of Contractor's negligence, willful misconduct, or breach of this Agreement. Contractor's obligation to indemnify shall not extend to Losses for which Contractor is immune from liability under Applicable Law.

B. **CUSTOMER INDEMNIFICATION.** Customer will indemnify, defend, and hold harmless Contractor, its parent, Affiliates, and each of their officers, directors, employees, and agents ("Contractor Indemnitees") from any Losses to the extent arising out of Non-Conforming Waste or Customer's negligence, willful misconduct, or breach of this Agreement. Customer also indemnifies, defends, and holds harmless, Contractor Indemnitees from any Losses related to the equipment provided by Contractor for Customer's use or operation, except to the extent caused by Contractor's negligence or willful misconduct.

C. **CONSEQUENTIAL DAMAGES.** Unless awarded by a court to a third party in a Loss subject to indemnification hereunder, neither Party will be liable, and each Party waives any claims against the other, for any indirect, consequential, special, or punitive damages including, but not limited to, lost revenues, lost profits, or loss of prospective economic advantage, whether or not the Party was advised of the possibility of such damages.

15. INDEPENDENT CONTRACTOR. Neither Contractor nor any of its employees will ever be considered

Customer's employee, agent, or representative under this Agreement. Contractor will be an independent contractor for purposes of this Agreement and will exercise exclusive control of the operation and activities of its employees, agents, and subcontractors. Neither Party will have any authority to employ any person as an employee, agent, or subcontractor on behalf of the other.

16. CONFIDENTIALITY. Contractor and Customer will treat as confidential and not disclose to others, except as required by law or legal process or necessary to perform the Services, any non-public information regarding the other Party's plans, business, facilities, processes, products, prices, costs, equipment, operations, or customers which it may learn during this Agreement. The foregoing obligations will survive the termination of this Agreement for a period of 3 years.

17. FORCE MAJEURE. Any delay or failure of either Party to perform under this Agreement, except for payment for Services rendered, will be excused to the extent caused by acts of God, strikes, action of regulatory agencies, fire, flood, windstorm, explosion, riot, war, sabotage, or other reasons beyond the reasonable control of the Party affected. Contractor will also be excused from performance if it loses, or has suspended, any license, permit, or other authorization necessary for its performance. The delayed Party will provide prompt notice of such delay and work diligently to remove the cause of the delay.

18. SEVERABILITY; WAIVER. If any part of this Agreement becomes invalid for any reason, the validity of the remaining Agreement will not be affected. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

19. ASSIGNMENT. Customer may not, without Contractor's prior written consent, assign any of Customer's rights or obligations in this Agreement. Contractor may assign its rights and obligations hereunder, to any parent, Affiliate, or in connection with any sale, transfer, or other disposition of all, or substantially all, of its business, provided, that any assignee assumes Contractor's obligations hereunder. Contractor may subcontract parts of its obligations to qualified third parties and Affiliates. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

20. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the state where disposal occurs, or if no disposal occurs, the state where most of the Services are performed, without giving effect to applicable principles of conflicts of law to the extent that the laws of another jurisdiction would be applicable thereby.

21. NOTICE. Any notice or communication required hereunder to be in writing will be deemed to have been given when delivered by registered or certified mail, postage prepaid, return receipt requested, to the person listed in the below signature block, or other Party representative that a Party may direct in writing. Any written notices addressed to Contractor shall also be

copied to: Republic Services, Inc., 18500 N. Allied Way, Phoenix, AZ 85054, Attn: Legal – Contracts. Notwithstanding the foregoing, day-to-day written communications that are operational in nature may be provided via email between the Party's business contacts.

22. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. Except for Excluded Claims (defined below), Customer and Contractor agree that any and all claims between them arising out of or related to the Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of the Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Customer and Contractor agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Contractor, or allow any claim that Customer may have against Contractor to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Contractor or its Affiliates. The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (a) either Party's claims against the other in connection with bodily injury or real property damage; (b) claims for indemnity pursuant to the Indemnification Section of the Agreement; and (c) Contractor's claims against Customer for collection or payment of charges, damages, or any other amounts due or payable to Contractor by Customer under the Agreement.

23. ENTIRE AGREEMENT; AMENDMENT. This Agreement, including any applicable Pricing Documents and Waste Documentation approved by the Parties, contains the entire agreement between the Parties and supersedes any prior agreement between the Parties regarding any Services performed after the Effective Date. A Customer provided document will only apply to the extent necessary to initiate the Services; no terms or conditions included in a Customer-provided document will apply. This Agreement may be executed in any number of counterparts. The Parties agree that electronic signatures are valid and effective and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement as though it were an original. No modifications or amendments hereto will be effective unless they are in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

By CONTRACTOR:

Signature: _____

Name: _____

Title: _____

Date:

By CUSTOMER:

Signature:

Name:

Title:

Date:

***CONTRACTOR AND ITS AFFILIATES ARE
AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY
EMPLOYERS M/F/DISABLED/VETERAN.***



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

Department of Environmental Conservation

DIVISION OF SPILL PREVENTION & RESPONSE
INDUSTRY PREPAREDNESS PROGRAM
Financial Responsibility Unit

PO Box 111800
Juneau, AK 99811-1800
Main: 907.465.5250
Fax: 907.465.5245
www.dec.alaska.gov

February 11, 2025

US Ecology Alaska, LLC
Attn: Dillan Hillis
1749 Ship Ave
Anchorage, AK 99501

Dear Mr. Hillis:

Re: Response Action Contractor Registration

The application for registration amendment as an oil spill primary response action contractor in the name of US Ecology Alaska, LLC for the State of Alaska has been approved by the Department in accordance with Alaska Statute 46.04.035 and Regulations at 18 AAC 75, Article 5.

This registration is approved through February 2, 2028. A new registration certificate is enclosed.

Note the annual reporting requirements under AS 46.04.035(f) and 18 AAC 75.560(c). The next annual report will be due until January 31, 2026.

Approval of this registration does not constitute approval of a response capability in support of an operator's oil discharge prevention and contingency plan (plan). The operator's response capability provided for in a plan is evaluated separately, on its own merit, and this response capability may include the services and resources of a response action contractor.

If you have any questions concerning this approval, please contact me at the above number.
Sincerely,

A handwritten signature in cursive script, reading "Shauna McMahon".

Shauna McMahon
Environmental Specialist III

Enclosure



**ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF SPILL PREVENTION AND RESPONSE**

**OIL SPILL PRIMARY RESPONSE ACTION CONTRACTOR
REGISTRATION**

NAME: **US Ecology Alaska, LLC**
ADDRESS: **1749 Ship Ave**
CITY, STATE, ZIP: **Anchorage, AK 99501**

APPLICATION OF
US Ecology Alaska, LLC

FOR REGISTRATION AS AN OIL SPILL PRIMARY RESPONSE ACTION CONTRACTOR IN
THE **NSoutheast Alaska, Prince William Sound, Cook Inlet, Kodiak Island, Aleutian
Islands, Bristol Bay, Western Alaska, Northwest Arctic, North Slope, Interior Alaska**
REGION(S) OF THE STATE OF ALASKA IS:

(XX) APPROVED FOR THREE YEARS

EFFECTIVE FROM:

February 10, 2025

REGISTRATION NUMBER:

2-10-25 -14

EXPIRATION DATE:

February 2, 2028

OIL SPILL PRIMARY RESPONSE ACTION CONTRACTORS REGISTERED AND APPROVED BY THE DEPARTMENT MUST COMPLY WITH THE MINIMUM REGISTRATION STANDARDS OF **18 AAC 75.560**.

NO LATER THAN **JANUARY 31** OF EACH YEAR, AN OIL SPILL PRIMARY RESPONSE ACTION CONTRACTOR REGISTERED BY THE STATE OF ALASKA SHALL PROVIDE TO THE DEPARTMENT A COMPLETE LIST OF OIL DISCHARGE PREVENTION AND CONTINGENCY PLANS IN WHICH THE CONTRACTOR HAS AGREED IN WRITING TO BE LISTED AS A PRIMARY RESPONSE ACTION CONTRACTOR.

(18 AAC 75.510(b)): REGISTRATION OF AN OIL SPILL PRIMARY RESPONSE ACTION CONTRACTOR BY THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION DOES NOT CONSTITUTE AN ASSURANCE BY THE DEPARTMENT OF THE QUALIFICATIONS OR ABILITIES OF THAT CONTRACTOR OR THAT THE CONTRACTOR WILL ADEQUATELY RESPOND TO A RELEASE OR THREATENED RELEASE OF OIL, NOR DOES IT PROVIDE A DEFENSE TO LIABILITY UNDER STATE LAW.

SIGNED,

A handwritten signature in cursive script, appearing to read "Shauna McMahon".

Shauna McMahon

Contractor Registration Program



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	E-MAIL ADDRESS: certificateteam@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Co.	
	INSURER B: Indemnity Insurance Co. of North America	
	INSURER C: Illinois Union Insurance Company	
	INSURER D: ACE Property and Casualty Insurance Co.	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER: 2616348****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			HDO G48981793	06/30/2025	06/30/2026	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS -COMP/OP AGG \$ 20,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ☒ SCHEDULED AUTOS ONLY ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ONLY			ISA H1137119A	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			XEU G46782148 009	06/30/2025	06/30/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B A A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WLR C72793894 - AOS WLR C72793882 - OR SCF C72793900 - WI WCU C72793912 - OH XS TNS C72627490 - TX NS/XS	06/30/2025 06/30/2025 06/30/2025 06/30/2025	06/30/2026 06/30/2026 06/30/2026 06/30/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2616348

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C72793894 and stop gap coverage for OH is covered under policy no. WCU C72793912 as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (TNS C72627490) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Umbrella/Excess Liability provides additional limits over the underlying General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.

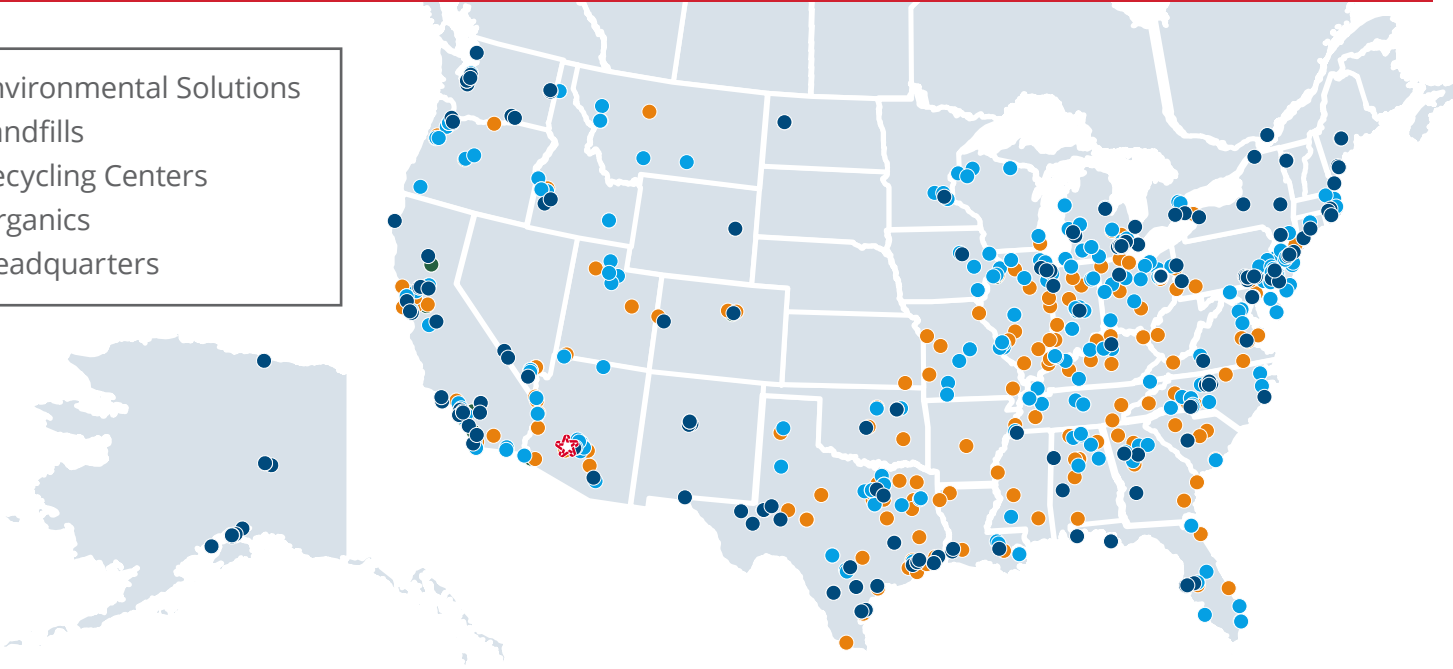
EVIDENCE OF COVER



Sustainability in Action

National Footprint

- Environmental Solutions
- Landfills
- Recycling Centers
- Organics
- Headquarters



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HAZARDOUS WASTE



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CITY OF UNALASKA
Department of Public Utilities
ANNUAL HOUSEHOLD HAZARDOUS WASTE EVENT
Contract

This Contract is effective as of the ____ day of August, 2026 (“Effective Date”), by and between the **City of Unalaska** (“City”) and **US Ecology Alaska, LLC**, (“Contractor”).

WHEREAS, the City issued the Request for Proposals Annual Household Hazardous Waste Event (“RFP”); and

WHEREAS, Contractor submitted a proposal in response to the RFP (“Proposal”);

WHEREAS, the City issued a notice of intent to award the Contract to Contractor on the basis of the Proposal;

WHEREAS, the parties have negotiated a satisfactory Project Budget & Payment Schedule on the basis of the budget set forth in the Proposal.

NOW THEREFORE the parties hereto do mutually agree as follows:

1. THE SERVICES

A. Contractor shall perform the work specified or indicated in the Contract and the RFP, including Contractor’s Proposal, and more particularly described in Attachment A (the “Services”). Specifically, and not to the exclusion of other terms and conditions, the Services shall consist of those described in RFP Article II “Scope of Services.”

B. Contractor represents and warrants that it has the skill and equipment necessary to perform the Services. Contractor shall perform the Services using the standard of diligence and care customary to the towing industry, free of negligence.

2. TERM OF CONTRACT & PERIOD OF PERFORMANCE.

A. *Term.* This term of this Contract shall be from the Effective Date and end when June 30, 2027; provided that the parties may, pursuant to subsection (B), agree to extend the term even if the term described in this paragraph has expired.

B. *Extension.* Upon the mutual agreement of the parties, the term of this Contract may be extended to through City Fiscal Year 2028 (7/1/27-6/30/28) and then again through City Fiscal Year 2029 (7/1/28-6/30/29).

3. INVOICE & PAYMENT

A. Unless otherwise agreed to, Contractor shall invoice City periodically, but not more than once monthly, for Services rendered. Contractor shall invoice for Services rendered in accordance with the Project Budget & Payment Schedule.

B. The City may request additional evidence in support thereof as may be reasonably required by the City and Contractor shall provide same. The City shall pay each complete invoice submitted with all required supporting documentation within 30 days of receipt. In the event that Contractor has not sufficiently demonstrated that it is entitled to payment of the full amount invoiced, the City shall pay the undisputed amount.

4. WITHHOLDING PAYMENT FOR UNSATISFACTORY SERVICE

Should Contractor provide unsatisfactory service, the City may give written notice of the deficiency in Contractor's performance. In the event of deficiency in Contractor's performance, the City may withhold any payment, or a portion thereof, to Contractor until Contractor cures the deficiency. Should City withhold any payment, or a portion thereof, the City's notice shall identify, in addition to the deficiency in Contractor's performance, the amount withheld and what action(s) Contractor must complete to receive the amount withheld.

5. INSURANCE

As of the Start Date and until the term of the Contract is complete, Contractor shall obtain and maintain the insurance requirements set forth in RFP Attachment B, INSURANCE REQUIREMENTS.

6. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its officers, employees, agents, subcontractors, insurers, successors and assigns from any breach of Contractor's obligations under this Contract; PROVIDED, however, that Contractor shall not be under any obligation to defend, indemnify or save the City harmless against claims to the extent arising out of City's gross negligence or intentional misconduct. Contractor's obligations under this paragraph shall survive termination of this Contract.

7. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warrant, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct price of consideration from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and Contractor, each of which is incorporated herein, consists of the following:

- i. This Contract;
- ii. Attachment A – Scope of Services
- iii. Attachment B – Insurance Requirements
- iv. The RFP;
- v. The Proposal; and

In the event of any conflict between the Contract Documents, the conflict shall be resolved by the priority of the Contract Documents in the sequence appearing above.

9. NOTICES

All notices required or permitted to be given under this Contract shall be in writing and (i) delivered personally to the designated officer of the party to whom directed; or (ii) sent by registered or certified

United States mail, postage prepaid, return receipt requested. All such notices shall be addressed to the party to whom directed as follows:

City: Utilities Director
City of Unalaska
P.O. Box 610
Unalaska, Alaska 99685

Contractor: US Ecology Alaska, LLC
619 East Ship Creek Ave, Suite 309
Anchorage, AK 99501

Either party may change the address for receipt of written notice by notice to the other party in writing.

10. GOVERNING LAW & FORUM

This Contract shall be construed and interpreted in accordance with, and governed and enforced in all respects by, the laws of the State of Alaska. In the event of a dispute under or as to the terms of this Contract, the parties agree that jurisdiction and venue shall lie exclusively in the state courts of the Third Judicial District, Alaska.

11. ASSIGNMENT.

This Contract may not be assigned by without the prior written consent of the City, which consent may be withheld at the City's reasonable discretion.

12. WAIVER.

The failure of either party to insist on the strict performance by the other party of any provision of this Contract or to exercise any right, power or remedy upon a breach hereof shall not constitute waiver of any provision of this Contract or limit either party's rights thereafter to enforce any provision or exercise any right, unless such waiver is evidenced in writing and executed. Any waiver shall extend only to the particular performance or breach so waived and shall not limit either party's rights with respect to any future performance or breach.

13. INTEGRATION AND MODIFICATION.

This Contract together with the Exhibits thereto and the Contract Documents shall constitute the entire sole understanding of the parties with respect to the subject matter herein and supersedes any prior oral or written representations or agreements concerning the same. City and Contractor warrant that they are not relying on any representations other than those contained in this Contract. No modification of the Contract shall be binding unless such modification is in writing and executed by both parties subsequent to the date hereof. The paragraph headings in this Contract are for convenience and reference only, and do not modify the provisions of this Contract.

IN WITNESS WHEREOF, the City and Contractor have signed all counterparts of this Contract. All portions of the Contract Documents have been signed or identified by the City and Contractor.

Contractor:

Signature:

By: _____

Its: _____

Date: _____

CITY OF UNALASKA, ALASKA

Signature:

By: Marjorie Veeder

Its: Acting City Manager

Date: _____

ATTACHMENT A

SCOPE OF SERVICES

1. WASTE SERVICES. Except as otherwise directed by Contractor, prior to any waste or other materials, including household hazardous waste ("Waste"), management, handling or disposal, City must submit to Contractor for approval a completed waste product questionnaire, profile, manifest, or similar document describing Waste to be handled ("Waste Documentation") and provide a representative sample (if Contractor requests). Contractor is not required to perform an exhaustive analysis of the Waste to identify its components, nor will any Contractor analysis relieve City of its responsibility to ensure the Waste conforms to the approved Waste Documentation. Contractor does not guarantee that it will accept any particular type of Waste upon receipt of Waste Documentation.

A. **TITLE AND LIABILITY.** Title, liability, and responsibility for Waste will pass to Contractor upon Contractor's acceptance of the Waste at Contractor's facility unless shipment of the Waste is the responsibility of Contractor, in which event title, responsibility and liability will pass upon delivery to, and acceptance by, Contractor at the commencement of shipment. Title, liability, and responsibility for Non-Conforming Waste will always remain with City, regardless of whether physical possession has passed to Contractor. Under no circumstances shall Contractor be deemed the generator of any Waste or other material managed under this Agreement.

B. **NON-CONFORMING WASTE.** "Non-Conforming Waste" is any material that deviates from the description provided by City (including specifications set forth in the approved Waste Documentation) or any representative sample or supporting information or analyses, or that could alter the hazard, risk, or cost assumed by Contractor in performing the Services, or does not comply with applicable regulations, or that could cause Contractor to be in noncompliance with any permit or other authorization. If Contractor determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste, and convey it to City or another location. City will pay Contractor's penalties, damages, and costs related to the Non-Conforming Waste including, without limitation, for injury to people or property, handling, analysis, transportation, repackaging, and time involved in conveying Non-Conforming Waste to City or other location or arranging for alternative disposal.

C. **PACKAGING, LOADING AND TRANSPORTATION.** Unless Contractor agrees to provide packaging, loading, and transportation of the Waste to Contractor's facility, City is responsible for each. If packaging is City's responsibility, it shall ensure that its Waste is properly classified, packaged, marked, labeled and in condition for shipment per applicable regulations. If loading is City's responsibility, it shall properly and legally load its Waste on vehicles provided or arranged for by Contractor to transport the Waste. If transportation is City's responsibility, it shall arrange to legally transport the Waste to Contractor's facility. The Parties agree and understand that reasonable refusal by Contractor or its subcontractor to package, load, transport, handle, dispose of, or recycle Non-Conforming Waste will not be a breach of this Agreement. City acknowledges that any Waste received that is not properly classified, packaged, marked, labeled, or contained may still be processed by Contractor, at its sole discretion, but will be subject to additional charges.

ATTACHMENT B
CITY OF UNALASKA
Department of Public Utilities
ANNUAL HAZARDOUS HOUSEHOLD WASTE EVENT

Contractor shall procure and maintain for the duration of the contract, at its own expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with contracted services provided by Contractor and its employees.

A. Minimum Scope and Limit of Insurance: coverage shall be at least as broad as:

1. **Commercial General Liability** shall have limits not less than \$1,000,000 per occurrence and \$2,000,000 Aggregate, including coverage for Bodily Injury and Property Damage, Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, and Personal Injury Liability.

2. **Commercial Automobile Liability** on all owned, hired, non-hired and rented vehicles of not less than \$1,000,000 combined single limit per accident/occurrence for bodily injury and property damage.

4. **Workers' Compensation** insurance in accordance with the statutory coverages required by the State of Alaska, and Employers Liability insurance with limits not less than the following:

Bodily Injury by accident: \$1,000,000 per accident

Bodily Injury by disease \$1,000,000 policy limit

Bodily injury by disease \$1,000,000 each employee

5. **Intentionally Omitted.**

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Unalaska, its officials, employees, volunteers or agents (collectively, "the City"), shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

All insurance policies as described above are required to be written on an "occurrence" basis.

B. Additional Insurance Provisions

1. **Acceptability of Insurers and Cancellation Notification:** Contractor shall place coverage with insurance companies rated A-:VIII by A.M. Best Company. The Commercial General Liability and Commercial Automobile Liability policies providing coverage shall contain a blanket-form notice of cancellation endorsement providing that such coverage shall not be canceled, non-renewed or materially changed except after thirty (30) days' prior written notice to the City of Unalaska.

2. **Additional insureds:** The City shall be covered as additional insured on the Commercial General Liability and Commercial Automobile Liability policies required herein via blanket-form endorsement as respects liability arising out of contracted services performed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City and

this additional insured status must be endorsed via blanket-form endorsement to the Commercial General Liability policy and Commercial Auto Liability policy. This provision applies regardless of whether or not the City has received the required applicable blanket-form additional insured endorsements which shall be attached to the Certificate of Insurance from the insurer(s)' authorized representative.

3. Primary Coverage: For any claims related to contracted services performed by the Contractor, Contractor's insurance coverage shall be primary coverage as respects the City. Any issuance of self-insurance maintained by the City shall be excess of Contractor's insurance and shall not contribute with it.

4. Waiver of Subrogation: There shall be no right of subrogation against the City for losses arising out of contracted services provided by Contractor by any insurer of Contractor and this waiver of subrogation shall be endorsed upon the Commercial General Liability, Commercial Automobile Liability, and Workers' Compensation policies via blanket-form endorsement. This provision applies regardless of whether or not the City has received the blanket-form waiver of subrogation endorsements which shall be attached to the Certificate of Insurance from the insurer(s)' authorized representative.

5. Intentionally Omitted.

6. Verification of Coverage: Before service begins Contractor shall furnish the City with a Certificate(s) of Insurance on a standard ACORD form evidencing required insurance coverage, including all required applicable blanket-form endorsements. Failure to obtain the required certificate(s) of insurance supplemented with the required applicable blanket-form endorsements prior to beginning service shall not waive Contractor's obligation to provide them and shall not affect the coverage provided to the City. Acceptance of Certificates of Insurance with deficient or erroneous coverage does not absolve Contractor from carrying and maintaining the required coverage.

Certificate(s) of Insurance supplemented with the required applicable blanket-form endorsements shall be prepared and emailed to:

Certificate Holder: City of Unalaska, Dept. of Public Utilities
P.O. Box 610, Unalaska
Unalaska, AK 99685

Email to: ehernandez@unalaska.gov and risk@unalaska.gov

7. Sub-Contractors Coverage: If the Contractor employs Sub-Contractors to perform any work hereunder, the Contractor agrees to require such Sub-Contractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work or service hereunder, policies of insurance which comply with all requirements as stated herein. This requirement is applicable to Sub-Contractors of any tier. It is further agreed, that upon request by the City, the Contractor will provide copies of any and all Sub-Contractor certificates of insurance and required applicable endorsements for review of compliance.

8. Maintenance of Coverage: Failure by the Contractor to maintain the required insurance coverage or to comply with the above, may, at the option of the City, be deemed defective work and remedied in accordance with the service contract.

9. Notification of Change in Requirements: The City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, after 30 days prior written notification to Contractor.

OPERATIONS YTD

FOR 2027 02

ACCOUNTS FOR:	ORIGINAL	REVISED	YTD EXPENDED		MTD EXPENDED		ENCUMBRANCES	AVAILABLE	PCT
5300 Solid Waste	APPROP	BUDGET						BUDGET	USED
53024752 Solid waste Operation Oper Exp									
53024752 54210 Solid Waste	60,000	60,000	77.38		.00		.00	59,922.62	.1%
TOTAL Solid Waste Operation Oper	60,000	60,000	77.38		.00		.00	59,922.62	.1%
TOTAL Solid Waste	60,000	60,000	77.38		.00		.00	59,922.62	.1%
TOTAL EXPENSES	60,000	60,000	77.38		.00		.00	59,922.62	

OPERATIONS YTD

FOR 2027 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	60,000	60,000	77.38	.00	.00	59,922.62	.1%

** END OF REPORT - Generated by Erik Hernandez **

OPERATIONS YTD

FOR 2027 02

ACCOUNTS FOR:	ORIGINAL	REVISED	YTD EXPENDED		MTD EXPENDED		ENCUMBRANCES	AVAILABLE	PCT
5300 Solid Waste	APPROP	BUDGET						BUDGET	USED
53024752 Solid waste Operation Oper Exp									
53024752 53300 Other Professional	85,000	85,000		.00		.00	.00	85,000.00	.0%
TOTAL Solid Waste Operation Oper	85,000	85,000		.00		.00	.00	85,000.00	.0%
TOTAL Solid Waste	85,000	85,000		.00		.00	.00	85,000.00	.0%
TOTAL EXPENSES	85,000	85,000		.00		.00	.00	85,000.00	

OPERATIONS YTD

FOR 2027 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	85,000	85,000	.00	.00	.00	85,000.00	.0%

** END OF REPORT - Generated by Erik Hernandez **