



THE ENVIRONMENTAL QUALITY COMPANY

CORPORATE OFFICE • 36255 MICHIGAN AVENUE • WAYNE, MICHIGAN 48184 • tel 800-592-5489 • fax 800-592-5329

QUOTATION

DATE: JUNE 18, 2013
CUSTOMER: USEPA REGION 5
CONTACT: DR. RICHARD KARL

QUOTE NO: 6182013MCJL
PHONE: _____
E-MAIL: _____

MR. KARL,

EQ -The Environmental Quality Company is pleased to provide you with the following quotation for environmental management services. Payment terms are net 30 days and this quotation is valid for 365 days.

SCOPE OF SERVICES

EQ's Wayne Disposal Subtitle C Landfill will provide the disposal of your TSCA PCB material from your customer's location in Kalamazoo, MI. EQ's Industrial Services Division will provide transportation of this material in 48 ton gravel trains from the waste site to EQ's Wayne Disposal Landfill. All site work, including but not limited to loading, will be performed by other parties. This federally funded project will be exempt from the \$10 per ton State of Michigan Tax.

EQ provides its customers with the highest indemnification in the industry. EQ's standard insurance policies include \$50,000,000 in Pollution Legal Liability coverage. We are committed to operating safe facilities for the health of our neighboring communities, associates and customers. EQ operates carefully engineered facilities, taking every precaution necessary to ensure safety and regulatory compliance.

TRANSPORTATION & DISPOSAL OF TSCA PCB MATERIAL

STANDARD RATE

First 50,000 tons	\$ 110.00 per ton
Next 50,000 tons (100,000 tons total)	\$ 100.00 per ton
Next 300,000 tons (400,00 tons total)	\$ 90.00 per ton
Next 200,000 tons (600,000 tons total)	\$ 85.00 per ton
Next 200,000 tons (800,000 tons total)	\$ 70.00 per ton

US EPA RECORDS CENTER REGION 5



TRANSPORTATION

STANDARD RATE

OVERTIME RATE

Gravel Train Pricing (after 2 hours loading)	\$ 145.00 per hour	\$ 163.00 per hour
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ADDITIONAL COSTS

- \$10.00 PER TON STATE OF MICHIGAN TAX -
- INSURANCE SURCHARGE -
- ENERGY SURCHARGE -
- FUEL SURCHARGE -
- FOR FURTHER CONTRACTUAL INFORMATION, REFER TO THE ATTACHED EQ STANDARD TERMS AND CONDITIONS.

EXEMPT

INCLUDED IN STANDARD RATE

INCLUDED IN STANDARD RATE

INCLUDED IN STANDARD RATE

Thank you for this opportunity - EQ appreciates your interest in our services. I believe this quotation meets your specifications but please contact me at 313-930-1805 if you have any questions. We are prepared to proceed with the above described work upon issuance of your purchase order or by your signature on this quotation. Please return by fax or email to the location below.

Best regards,

Mike Cate

Mike Cate

Account Executive

Phone: (313) 930-1805 Fax: (313) 447-5027

ACCEPTANCE OF QUOTATION 6182013MCJL:

By: _____
Signature and Title-Authorized Representative

Date: _____

EQ STANDARD TERMS AND CONDITIONS

Waste Disposal Conditions (if applicable):

1. Prices and services are contingent upon approval from the disposal facility. Approval of this material will be based upon waste analysis; a generator signed waste profile and an evaluation of a representative sample (if required) for a treatability study.
2. Quoted bulk disposal charges for solid materials will be billed by the cubic yard if the waste density is less than 2,000 pounds per cubic yard. If waste density is greater than 2,000 pounds per cubic yard, then disposal charges will be billed by the ton.
3. Surcharges from disposal facilities based on "as received" waste characteristics are in addition to quoted rates.
4. Improperly classified and/or rejected loads will be returned to the customer at their expense.
5. The Michigan DEQ will assess a manifest fee for all hazardous waste manifests used in the State of Michigan.

Industrial Services and Transportation Conditions (if applicable):

1. Washout or clean-out charges for residuals shall be at EQ cost+15% or at EQ Standard Rates unless otherwise specified.
2. A four (4) hour minimum and portal to portal charges apply to all equipment and personnel. Loading, unloading and cleaning of project specific materials and/or supplies, together with all regulatory preparation time shall be included in portal to portal charges.
3. For equipment, non-reusable materials, supplies and personnel not detailed in this quote but which become necessary to perform the work, EQ Standard Rates will be charged or cost plus 15% if not listed.
4. If disposal costs are not included in this quotation, the customer shall be responsible for securing disposal approvals and preparing all manifests and paperwork unless otherwise stated. These services, if performed and otherwise not quoted by EQ, shall be charged at \$40/hour.
5. This quote includes up to 1-hour loading/waiting time and up to 2 hours disposal time without extra cost. The customer shall be responsible for all waiting time of EQ outside the immediate control of EQ (i.e. no access to the work area/site, mandatory workplace breaks etc.) or any other influences outside the control of EQ. All loading or waiting time at the customer location beyond 1 hour and/or all disposal site time beyond 2 hours shall be surcharged at a rate of \$95/hour in ¼ hour increments. Such time shall be in addition to the base quotation and extend the fixed sum price.
6. In the event that the scope of work changes from that specified in this quote, out-of-scope work shall be at EQ Standard Rates and shall be in addition to the base quotation. No additional work shall be performed without the consent of the customer in writing.
7. Straight time hours are Monday-Friday from 8 a.m. to 4 p.m.; Overtime hours [time+1/2] are over 8 hours weekdays and Saturday; Sundays and Holidays are double time.



STANDARD TERMS AND CONDITIONS

The Agreement between the Customer and EQ – The Environmental Quality Company and/or its member companies (hereinafter "EQ") related to or associated with Delivered Waste, as herein defined, shall be governed by the following Standard Terms and Conditions in addition to the terms and conditions contained in any Waste Characterization Report, Customer Approval Quote Confirmation, Generator Approval Notification, Notice of Waste Approval Expiration, and/or Credit Agreement associated with such Delivered Waste.

The Customer may use its standard forms (such as purchase orders, acknowledgments of orders, and invoices) to administer its dealings under this Agreement for convenience purposes, but all provisions thereof in conflict with these terms and conditions shall be deemed stricken.

Definitions

The following definitions shall apply for purposes of this Agreement:

"Acceptable Waste" shall mean any hazardous waste, as defined under applicable State or federal law, determined by EQ as acceptable for treatment and/or disposal in accordance with this Agreement.

"Delivered Wastes" shall mean all wastes (i) which are transported, delivered, or tendered to EQ by the Customer; (ii) which the Customer has arranged for the transport, delivery or tender to EQ; or (iii) which are transported, delivered, or tendered to EQ under a Credit Agreement between the Customer and EQ.

"Non-Conforming Wastes" shall mean wastes that (a) are not in accordance in all material respects with the warranties, descriptions, specifications or limitations stated in the Waste Characterization Report and this Agreement; (b) have constituents or components of a type or concentration not specifically identified in the Waste Characterization Report (i) which increase the nature or extent of the hazard and risk undertaken by EQ in treating and/or disposing of the waste, or (ii) for whose treatment and/or disposal a Waste Management Facility is not designed or permitted, or (iii) which increase the cost of treatment and/or disposal of waste beyond that specified in EQ's price quote; or (c) are not properly packaged, labeled, described, or placarded, or otherwise not in compliance with United States Department of Transportation and United States Environmental Protection Agency regulations.

Control of Operations

EQ shall have sole control over all aspects of the operation of any treatment and/or disposal facility of EQ receiving Delivered Wastes under this Agreement (hereinafter, "Waste Management Facility"), including, without limitation, maintaining EQ's desired volume of Acceptable Wastes being delivered to any Waste Management Facility by the Customer or any other person or entity.

Identification of Waste

For each waste material to be transported, delivered, or tendered to EQ under this Agreement, the Customer shall provide, or cause to be provided, to EQ a representative sample of the waste material and a completed Waste Characterization Report containing a physical and chemical description or analysis of such waste material, which description shall conform with any and all guidelines for waste acceptance provided by EQ. On the basis of EQ's analysis of such representative sample of the waste material and such Waste Characterization Report, EQ will determine whether such wastes are Acceptable Wastes. EQ does not make any guarantee that it will handle any waste material or any particular quantity or type of waste material, and EQ reserves the right to the decline to transport, treat and/or dispose of waste material. The Customer shall promptly furnish to EQ any information regarding known, suspected or planned changes in the composition of the waste material. Further, the Customer shall promptly inform EQ of any change in the characteristic or condition of the waste material which becomes known to the Customer subsequent to the date of the Waste Characterization Report.

Non-Conforming Wastes

In the event that EQ at any time discovers that any Delivered Waste is Non-Conforming Waste, EQ may reject or revoke its acceptance of the Non-Conforming Waste. The Customer shall have seven (7) days to direct an alternative lawful manner of disposition of the waste, unless it is necessary by reason of law or otherwise to move the Non-Conforming Waste prior to expiration of the seven (7) day period. If the Customer does not direct an alternative disposal, at its option, EQ may return any such Non-Conforming Wastes to the Customer, and the Customer shall pay or reimburse EQ for all costs and expenses incurred by EQ in connection with the receipt, handling, sampling, analyses, transportation and return to the Customer of such Non-Conforming Wastes. If it is impossible or impractical for EQ to return the Non-Conforming Waste to the Customer, the Customer shall reimburse EQ for all costs, of any type or nature whatsoever, incurred by EQ, solely because such Delivered Waste was Non-Conforming Waste (including, but not limited to, all costs associated with any remedial steps necessary, due to the nature of the Non-Conforming Waste, in connection with material with which the Non-Conforming Waste may have been commingled and all expenses and charges for analyzing, handling, locating, preparing for transporting, storing and disposing of any Non-Conforming Waste).

Customer Warranty - Acceptable Wastes

All Delivered Wastes shall be Acceptable Wastes and shall conform in all material respects to the description and specifications contained in the Waste Characterization Report. The information set forth in the Waste Characterization Report or any manifest, placard or label associated with any Delivered Wastes, or otherwise represented by the Customer or the generator (if other than the Customer) to EQ, is and shall be true, accurate and complete as of the date of receipt of the involved waste by EQ.

Customer Warranty - Title to Wastes

Either the Customer or the generator (if other than the Customer) shall hold clear title, free of any all liens, claims, encumbrances, and charges to Delivered Waste until such waste is accepted by EQ.

Customer Warranty - Compliance with Laws

The Customer shall comply with all applicable federal, state and local environmental statutes, regulations, and other governmental requirements, as well as directives issued by EQ from time to time, governing the transportation, treatment and/or disposal of Acceptable Wastes, including, but not limited to, all packaging, manifesting, containerization, placarding and labeling requirements.

Customer Warranty - Updating Information

If the Customer receives information that Delivered Waste or other hazardous waste described in the Waste Characterization Report, or some component of such waste, presents or may present a hazard or risk to persons, property or the environment which was not disclosed to EQ, or if the Customer or generator (if other than the Customer) has changed the process by which such waste results, the Customer shall promptly report such information to EQ in writing.

Customer Indemnity

The Customer shall indemnify, defend and hold harmless EQ, and its affiliated or related companies, and all of their respective present or future officers, directors, shareholders, employees and agents from and against any and all losses, damages, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses (including, but not limited to, reasonable costs of defense, settlement, and reasonable attorneys' fees), which may be asserted against any or all of them by any person or any governmental agency, or which any or all of them may hereafter suffer, incur, be responsible for or pay out, as a result of or in connection with bodily injuries (including, but not limited to, death, sickness, disease and emotional or mental distress) to any person (including EQ's employees), damage (including, but not limited to, loss of use) to any property (public or private), or any requirements to conduct or incur expense for investigative, removal or remedial expenses in connection with contamination of or adverse effect on the environment, or any violation or alleged violation of any statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused or arising out of (i) a breach of this Agreement by the Customer, (ii) the failure of any warranty of the Customer to be true, accurate and complete, or (iii) any willful or negligent act or omission of the Customer, or its employees or agents in connection with the performance of this Agreement.

Force Majeure

EQ shall not be liable for any failure to accept, receive, handle, treat, and/or dispose of Delivered Waste due to an act of God, fire, casualty, flood, war, strike, lockout, labor trouble, failure of public utilities, equipment failure, facility shutdown, injunction, accident, epidemic, riot, insurrection, destruction of operation or transportation facilities, the inability to procure materials, equipment, or sufficient personnel or energy in order to meet operational needs without the necessity of allocation, the failure or inability to obtain any governmental approvals or to meet Environmental Requirements (including, but not limited to voluntary or involuntary compliance with any act, exercise, assertion, or requirement of any governmental authority) which may temporarily or permanently prohibit operations of EQ, the Customer, or the Generator, or any other circumstances beyond the control of EQ which prevents or delays performance of any of its obligations under this Agreement.

Governing Laws

This Agreement shall in all respects be governed by and shall be construed in accordance with the laws of the State of Michigan applied to contracts executed and performed wholly within such state.