



April 19, 2024

Rick Warren  
 Wellsboro Area School District  
 227 Nichols Street  
 Wellsboro, PA 16901

**Quote# 240308 – Chemistry Class Pack**

Dear Rick:

Thank you for allowing Elk Environmental Services the opportunity to assist you with your environmental needs. We are pleased to provide you with the following price quotation for the Lab Pack and T&D of waste from your site in Wellsboro, PA from the chemistry lab.

**Equipment and Labor:**

Field Chemist.....	\$95.00 / Hour
• Portal to Portal	
• Estimate 10-12 Hours	
Utility Vehicle with Supplies, PPE, and Hand Tools .....	\$350.00 / Day
• Est. 1 Day	

**Disposal (Chemical Waste) from Chemtry Lab:**

Non-Haz Solids Lab Pack .....	\$255.00 / Drum
• Estimate 3x55 Gallon.	
Organic Acid Lab Pack.....	\$525.00 / Pail
• Estimate 1x5 Gallon.	
Inorganic Acid Lab Pack.....	\$925.00 / Drum
• Estimate 1x55 Gallon.	
Toxic Solids Lab Pack .....	\$795.00 / Drum
• Estimate 1x15 Gallon.	
Toxic Liquids Lab Pack .....	\$525.00 / Pail
• Estimate 1x5 Gallon.	
Amine Liquids Lab Pack.....	\$650.00 / Pail
• Estimate 1x5 Gallon.	

\_\_\_\_\_  
 Initials

Caustic Liquids Lab Pack ..... \$650.00 / Drum  
 • Estimate 1x30 Gallon.

**\*Ether Compounds, which are radioactive compounds are not included until able to see onsite**  
**\*All disposal pricing includes the costs of the containers that the waste is being packaged in.**

**Transportation:**

Transportation via Box Truck or Van Trailer ..... \$1,050.00 / Load  
 • Flat Fee + Fuel Surcharge will be invoiced accordingly.

**\*\*\*If trans is done in conjunction with the High Haz Chemical Disposal and the Maintenance Dept Chemicals the trans rates will be split equally across the other work orders (if pickup is done on the same day, same load).**

**Estimated Total ..... \$6825.00**

- This is only an estimate and is based on the inventory that was provided. Any changes to the inventory may result in changes to the estimated total. The estimated total does not include the estimated total for the ballasts or any taxes or fees, but the final invoice will include all labor, transportation, disposal, taxes, and fees.
- \*\*\*If trans is done in conjunction with the High Haz Chemical Disposal and the Maintenance Dept Chemicals the trans rates will be split equally across the other work orders (if pickup is done on the same day, same load).

**\*\*When Applicable, 6% PA Sales Tax Will Apply\*\***  
**\*\*When Applicable, 5% Waste Handling & Process Fee May Apply\*\***  
**\*\*Fuel Surcharge Will Apply\*\***

**\*\*Price Quoted Is Pending Facility Approval\*\***

**\*\*All Applicable Taxes, Disposal / Cancellation /Surcharges / Rejection Fees and Tolls Will Be Charged\*\***  
**\*\*Quote pricing good for 30 days from proposal date due to volatile market prices\*\***

Job to Take Place Monday- Friday; Normal Business Hours

Container/Vessel Cleanout Fee (If Necessary) ..... Cost + 25%

Truck(s) Ordered, Not Used ..... Per Rate(s), (Quoted Above)  
 • Minimum Charge of 4 Hours Each Truck, Per Truck Rate(s) Quoted Above  
 • Trucks for non-bulk/drum pickups \$145.00/hr for a minimum of 4 hrs.  
 • If Cancelled By Client Within 48 Hours of Scheduled Work

Crew(s) Ordered, Not Used ..... Per Day Rate, (Quoted Above)  
 • Minimum Charge of Half Day, Per Rate Quoted Above  
 • If Cancelled By Client Within 48 Hours of Scheduled Work

Demurrage Drum Pick Up ..... \$145.00/Hour

- 1 Hour Loading/Unloading (bulk shipments) – No charge
- Demurrage Charges are Calculated per Quarter Hour
- Demurrage is not charged on portal to portal jobs
- If loading time exceeds allocated loading hours, customer will be billed the following demurrage rates:

# of Drums/Containers	Allocated Loading Hours
1-10	.50
11-15	.75

\_\_\_\_\_  
 Initials

16-25	1.00
26-35	1.25
36-45	1.5
46-50	1.75
51-80	2.00

If disposal is required, the Customer acknowledges having selected the disposal option listed above at their sole discretion. Additional disposal options may be available upon request.

Elk Environmental Services' Terms and Conditions are attached and become part of this quotation. We appreciate the opportunity to provide you with the above quotation and look forward to working with you in the near future. To accept this quote, please sign and return the last page of the Terms and Conditions. If you have any questions about your quotation or our services, please contact me at (610) 372-4760 or (800) 851-7156.

Sincerely,



Brad Herrold  
Account Manager  
484-878-7862  
**Elk Environmental Services**

Initials

## GENERAL TERMS AND CONDITIONS

1. References herein to "ELK" mean Elk Transportation, Inc., d/b/a Elk Environmental Services, references herein to "CUSTOMER" mean the authorizing and signatory party, and references herein to "Project" mean the project as defined in ELK's written proposal / quote to the CUSTOMER. Proposals / quotes submitted by ELK for a specific Project shall be firm for a period of thirty (30) calendar days.
2. CUSTOMER agrees, as stipulated in ELK's credit application and Identification Form, that all invoices will be paid within thirty (30) calendar days of receipt. Unpaid balances shall be subject to interest at the rate of 1% per month beyond the initial thirty (30) calendar days allowed for payment. CUSTOMER agrees to pay all interest, attorney's fees and costs for collection or enforcement of the Agreement. ELK reserves the right to suspend services under the Agreement without liability, until all past due accounts (including fees and accrued interest) have been paid, upon providing five (5) calendar days written notice. CUSTOMER agrees to pay a FIFTY DOLLAR (\$50) bad check fee and a 3% service fee for Credit Card payments. The payment terms stipulated herein shall not be affected by CUSTOMER's terms with any third party.
3. The CUSTOMER is responsible for any off-spec charges due to the non-conformity of waste streams, all applicable federal, state and local taxes, and any additional taxes or specific fees associated with disposal. The CUSTOMER, by accepting the quote, agrees to utilize the recommended disposal option(s) provided. While other options will be provided upon request, it is understood by CUSTOMER that CUSTOMER is solely responsible for selecting the disposal site, and as between ELK and CUSTOMER, CUSTOMER retains all liability in that regard.
4. Costs and schedule commitments provided in ELK's proposal shall be subject to adjustment for unreasonable delays caused by the CUSTOMER's failure to provide specified facilities, relevant information, or delays caused by unpredictable occurrences, and force majeure defined as Acts of God or other events beyond the control of the other party and which could not reasonably have been anticipated, foreseen or prevented, adverse weather conditions, floods, epidemics, war, riot, civil unrest, strikes, lockouts and other industrial disturbances, unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits, court orders, delays due to tardy regulatory approval, delays in transportation, an inability to obtain materials or equipment, and acts, orders, laws or regulations of any federal, state or local governmental agency or department. ELK reserves the right to adjust pricing via Change Order for the aforementioned delays upon written notice to the CUSTOMER.
5. For purposes of performing the Work, CUSTOMER shall arrange to provide ELK with the following:
  - a. Reasonable ingress and egress to the Project Site for ELK and/or its authorized subcontractors, personnel and equipment.
  - b. Clean and unobstructed space including areas at the Project Site for ELK's equipment and vehicles, or those of ELK's authorized subcontractors.
  - c. Plans and specifications (schematics, engineering drawings and plot plans) detailing the construction of facilities located underground or above-ground at the Project Site that pertain to the Work.
  - d. Prior to any boring, drilling, and/or excavation work being commenced by ELK, the specific location of such boring, drilling and/or excavation and identification of any under-ground obstructions or utilities. In the event CUSTOMER is unable to provide ELK with specific locations of concealed utilities or other underground installations, CUSTOMER shall be fully responsible for any damage or injury resulting from contact with same.
  - e. Its selection of hazardous waste transporters and disposal facilities, and delegation of authority to execute, as CUSTOMER's agent, the waste generator portion of the waste manifest and waste profile documents of selected disposal facilities.
6. Where the method of payment for ELK services is on a time-and-material or cost reimbursement basis, the following commercial terms shall apply:
  - a. For labor and equipment, once dispatched, the minimum amount of time charged is four (4) hours. Any time worked in excess of 8 hours per day will be billed at an overtime rate of time-and-a-half. All time is charged portal-to-portal unless otherwise specified.
  - b. Typical expenses chargeable on account of the Work shall include, but not be limited to: travel and living expenses related to the Work; shipping, reproduction and logistics costs; professional, analytical, technical and consultant costs; subcontractors and supplier costs; costs associated with Project specific materials, supplies, tools, equipment and temporary facilities; and costs for local, state and federal taxes as applicable. All third party project expenses will be invoiced at cost plus 20%.
7. The Agreement that is the subject of these Terms and Conditions (the "Agreement") may be terminated in whole or in part in writing by either party in the event of substantial or material failure by the other party to fulfill its obligations under the Agreement through no fault of the terminating party, provided that no such termination shall be effective unless the other party is given: (1) not less than ten (10) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to the effective date of such termination and a ten (10) calendar day opportunity to cure the default. Upon termination, CUSTOMER shall assume and become liable for all obligations, commitments, and unpaid or unsettled claims that ELK has previously undertaken or incurred in good faith in connection with the Work. Upon termination, ELK shall execute and deliver all documentation incident to the Work and take all such steps, including the legal assignment of ELK contracted rights, to fully vest in the CUSTOMER the rights and obligations of ELK under such commitments.

\_\_\_\_\_  
Initials

8. ELK shall maintain policies of insurance for the following types of coverage, each with a limit of liability of \$1,000,000 combined single limit in conjunction with a \$10,000,000 umbrella policy:
- Worker's Compensation (statutory) and Employer's Liability
  - Comprehensive General Liability
  - Comprehensive Automobile Liability
  - Pollution Liability Insurance

ELK shall, at the CUSTOMER's request, provide the CUSTOMER with a certificate of insurance or other satisfactory evidence that such insurance has been obtained and that such policies are maintained in force throughout the period in which ELK provides service to CUSTOMER under the Agreement. ELK's aggregate liability under the indemnity in Paragraph 7 of the Agreement and Paragraph 9 of these Terms and Conditions, shall not exceed any recoveries under the types and limits of insurance agreed to be carried by ELK hereunder.

9. Indemnification:

- a. ELK shall indemnify CUSTOMER and its directors, officers, employees, and agents from and against all liability, claims, suits, and reasonable attorneys' fees associated therewith, on account of personal injury, including death, or property damage, arising out of or connected with the Agreement, to the extent such injury, death or damage is caused by the sole negligence or willful misconduct of ELK or its subcontractors or their respective employees, officers and agents, provided that: (1) such injury, death or damage is not occasioned by the negligence or willful misconduct of the CUSTOMER or its contractors or their respective employees, officers and agents; and (2) that ELK's obligation hereunder shall not extend to indemnification of a party indemnified hereunder for any claims of loss of profits, loss of business, loss of use or loss of opportunity of any kind or any other indirect, special, incidental or consequential damages of any nature whatsoever, including without limitation special or punitive damages.
- b. CUSTOMER shall indemnify ELK and its directors, officers, employees, agents, and any parent, subsidiary or affiliate of ELK, including without limitation Empire Group, Delaware Valley Contractors, Empire Wrecking Company of Reading, Inc., d/b/a Empire Services, Berks Transfer, Inc., Empire Building Products, Inc., and Delaware Valley Utility Contractors, from and against all liability, claims, suits, and attorneys' fees associated therewith, on account of personal injury, including death, or property damage, arising out of or connected with the Agreement, to the extent such injury, death or damage is caused by the sole negligence or willful misconduct of CUSTOMER or its subcontractors or their respective employees, officers and agents provided that: (1) such injury, death or damage is not occasioned by the negligence or willful misconduct of ELK or its contractors or their respective employees, officers and agents; and (2) that CUSTOMER's obligation hereunder shall not extend to indemnification of a party indemnified hereunder for any claims of lost profits or any other indirect, special, incidental or consequential damages of any nature whatsoever.
- c. ELK does NOT assume CUSTOMER's responsibility, if any, for injury or death to persons or damage to property (including without limitation claims for diminution or stigma) or adverse effects on the environment (including natural resource damage claims) or civil penalty assessments arising out of or relating to material generated by the CUSTOMER, including but not limited to: soils, indoor or ambient air, surface water and/or ground water containing regulated substances in excess of human or ecological health based risk standards, or exposure thereto. CUSTOMER shall indemnify, hold harmless, and defend ELK and its authorized subcontractors and suppliers, and their respective directors, office employees, and agents, and any parent, subsidiary or affiliate of ELK as more particularly identified above, from and against any and all claims (including fines or complaints, whether civil or criminal, asserted under the environmental laws and regulations promulgated thereunder of the United States or any state or local governmental body) alleging injury or death to persons, damage to property (including loss of use), adverse effects on the environment or damage to natural resources or loss of any other kind or nature arising out of or relating to the creation or existence of any type of hazardous or toxic or regulated waste, material, chemical, compound, or substance or any other type of environmental hazard, contamination, or pollution, whether latent or patent, or the release thereof, or the violation of any law or regulation relating thereto, at the Project Site or exposure to or contact with any such soils, indoor or ambient air, surface water and/or ground water containing regulated substances in excess of human or ecological health based risk standards, whether such exposure occurs at the Project Site or after the disposal/treatment of such regulated material.
- d. ELK shall not be responsible for liability, loss, or expense (including damage caused by the back-up of basement sewers) where the primary cause of the claim or damage is pre-existing, including faulty, inadequate, or defective design, construction, maintenance or repair of property, or impacts, discharges or releases to the sub-surface where the condition existed prior to the start of the Work. CUSTOMER is responsible for loss of service equipment caused by any pre-existing conditions at the Project Site.. Estimates of cost, approvals, recommendations, opinions, and decisions by ELK are made on the basis of ELK's experience, qualifications, and professional judgment and are not to be regarded as firm or guaranteed.
- e. The term "liable" or "liability" means liability of any kind, whether statutory, in contract (including breach of warranty), in tort (including negligence, whether of ELK or others), in strict liability, or otherwise, or any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Work, from any cause or causes whatsoever, including but not limited to, the alleged negligence, errors, omissions, strict liability or breach of contract of ELK and/or ELK's officers, directors, employees, agents and independent professional consultants, or any of them.
- f. The provisions of this Paragraph 9 shall survive the completion of the Work or the expiration, cancellation or termination of the Agreement.

\_\_\_\_\_  
Initials

10. Standard of Care

- a. While performing services under the Agreement, ELK shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of the environmental construction and transportation management industry performing the kinds of services to be performed hereunder and practicing in the same or similar locality at the same time.
- b. Upon loading CUSTOMER's regulated hazardous waste onto an ELK owned or subcontracted vehicle, responsibility for transport lies with ELK until such time that ELK delivers such waste to a transportation, storage, and/or disposal facility. Upon signature on the manifest, title shall pass from the CUSTOMER to the accepting facility.
- c. In no event shall ELK and ELK's officers, directors, employees, agents and independent professional consultants, including any parent, subsidiary or affiliate of ELK as more particularly identified above, and any of them, be liable to CUSTOMER and/or anyone claiming by, through or under CUSTOMER, including CUSTOMER'S insurers, for any lost, delayed, or diminished profits, revenues, or opportunities, losses by reason of shutdown or inability to utilize or complete work at the Project Site, or any other incidental, special, indirect, or consequential damages of any kind or nature whatsoever resulting from ELK's performance or failure to perform services pursuant to the Agreement.

11. If any of these General Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. In the event of such a determination, the parties agree to reform the contract between them to replace any such invalid unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

12. Once the CUSTOMER has signified its acceptance of ELK's proposal by signing below, the express terms of ELK's proposal to CUSTOMER and these General Terms and Conditions shall constitute the complete and exclusive statement of the terms of the agreement between the parties and are intended as a final expression of the terms of such agreement and will supersede any prior agreements, representations or conditions, express or implied, oral or written. No provision of ELK's proposal or these General Terms and Conditions may be waived, altered or modified in any manner, unless the same shall be set forth in writing and signed by a duly authorized officer of ELK. CUSTOMER may use its standard business forms (such as purchase orders) to administer any agreement between ELK and CLIENT, but use of such forms shall be for convenience purposes only, and any typed provision thereon in conflict with the terms of ELK's proposal or these General Terms and Conditions and all preprinted terms and conditions contained in or on such forms shall be of no force and effect, shall be deemed stricken and shall be regarded as null and void.

13. Choice of Law

This Agreement is governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

\*\*\*\*\*

In Order to schedule this work, Elk Environmental Services must receive a signed copy of this proposal or a Purchase Order referencing this quotation prior to scheduling the work. A completed credit application may be required at the discretion of management.

**ACCEPTANCE:** *This proposal, when accepted by the purchaser, will constitute a bona fide contract between both parties, subject to all Terms and Conditions of Elk Environmental Services. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal.*

Accepted By:

\_\_\_\_\_

Signature

\_\_\_\_\_

\_\_\_\_\_

Purchase Order Number

Name & Title, Typed or Printed

Date Accepted

\_\_\_\_\_  
Initials

**GENERATOR AUTHORIZATION LETTER**

Generator Name: \_\_\_\_\_ (the "Generator")

Site Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Phone#: \_\_\_\_\_ Email: \_\_\_\_\_ EPA ID#: \_\_\_\_\_

This Generator Authorization Letter affirms that Elk Environmental Services ("ELK"), by and through its representatives, is hereinafter authorized to sign as agent for the Generator, as the term "generator" is defined in any applicable environmental law, regulation or guidance, all waste management documents required for services performed ELK under contract with the Generator. This authorization includes, but is not limited to, waste manifests, bills of lading, material and waste profiles, and land disposal notifications for "hazardous waste", "solid waste", "regulated waste", "special waste", "residual waste" and/or "municipal solid waste" as such terms are used or defined in any applicable environmental law, regulation or guidance (collectively "Regulated Wastes"). To clarify the parties' intent in this regard, the words "for the generator" will be included in the signature block of all documents signed by an ELK representative pursuant to this authorization.

It is acknowledged that, when signing any document under this authorization as agent for the Generator, Elk Environmental Services assumes none of the Generator's responsibility and liability associated with such signature, and that the Generator retains all responsibility and liability as the "generator" of the Regulated Wastes. It is further acknowledged that ELK is not the "owner", "generator" or "disposer" of such Regulated Wastes as such terms are used or defined in any applicable environmental laws, regulations or guidance and the Generator shall indemnify, defend and hold ELK harmless from and against any and all claims and/or losses incurred by ELK in connection with any administrative or third-party action or claim where it is alleged that ELK is liable in any way for the storage, treatment, transportation or disposal of such Regulated Wastes. Generator represents and warrants that the undersigned has fully and adequately disclosed to ELK the characteristics of the Regulated Wastes and the process by which such waste was generated, and that the Generator shall indemnify, defend and hold ELK harmless from and against any and all claims and/or losses incurred by ELK in connection with the failure of this representation and warranty.

I hereby certify that I am fully authorized by the Generator to execute this Generator Authorization Letter and to bind Generator in accordance herewith.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Initials

**ELK ENVIRONMENTAL SERVICES**  
**DIESEL FUEL PRICING**

DIESEL FUEL PRICES	SURCHARGE %	DIESEL FUEL PRICES	SURCHARGE %	DIESEL FUEL PRICES	SURCHARGE %
\$3.01-\$3.09	0%	\$5.00-\$5.09	20%	\$7.00-\$7.09	40%
\$3.10-\$3.19	1%	\$5.10-\$5.19	21%	\$7.10-\$7.19	41%
\$3.20-\$3.29	2%	\$5.20-\$5.29	22%	\$7.20-\$7.29	42%
\$3.30-\$3.39	3%	\$5.30-\$5.39	23%	\$7.30-\$7.39	43%
\$3.40-\$3.49	4%	\$5.40-\$5.49	24%	\$7.40-\$7.49	44%
\$3.50-\$3.59	5%	\$5.50-\$5.59	25%	\$7.50-\$7.59	45%
\$3.60-\$3.69	6%	\$5.60-\$5.69	26%	\$7.60-\$7.69	46%
\$3.70-\$3.79	7%	\$5.70-\$5.79	27%	\$7.70-\$7.79	47%
\$3.80-\$3.89	8%	\$5.80-\$5.89	28%	\$7.80-\$7.89	48%
\$3.90-\$3.99	9%	\$5.90-\$5.99	29%	\$7.90-\$7.99	49%
\$4.00-\$4.09	10%	\$6.00-\$6.09	30%	\$8.00-\$8.09	50%
\$4.10-\$4.19	11%	\$6.10-\$6.19	31%	\$8.10-\$8.19	51%
\$4.20-\$4.29	12%	\$6.20-\$6.29	32%	\$8.20-\$8.29	52%
\$4.30-\$4.39	13%	\$6.30-\$6.39	33%	\$8.30-\$8.39	53%
\$4.40-\$4.49	14%	\$6.40-\$6.49	34%	\$8.40-\$8.49	54%
\$4.50-\$4.59	15%	\$6.50-\$6.59	35%	\$8.50-\$8.59	55%
\$4.60-\$4.69	16%	\$6.60-\$6.69	36%	\$8.60-\$8.69	56%
\$4.70-\$4.79	17%	\$6.70-\$6.79	37%	\$8.70-\$8.79	57%
\$4.80-\$4.89	18%	\$6.80-\$6.89	38%	\$8.80-\$8.89	58%

To check the weekly fluctuation in diesel pricing, contact the Department of Energy at 202-586-6966 or visit their website at [www.eia.doe.gov](http://www.eia.doe.gov) .

Initials