

**CLIENT:**

Attn: Jeff Erhart
Company: Gales Ferry Fire Company
Street: 1772 Route 12
City, St, Zip: Gales Ferry, CT 06335
Phone: 860-464-7228
Email: chief@gffc.org

WORK TO BE PERFORMED AT:

Site: AFFF Apparatus Drain, Rinse, and Disposal
Company: Gales Ferry Volunteer Fire Company
Street: 1772 Route 12
City, St, Zip: Gales Ferry, CT 06335
Site Contact: Jeff Erhart
Phone: 860-464-7228

BID NAME: AFFF Disposal

DATE: November 11, 2025

BID No: 25CTCH0095

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Dear Chief Erhart,

Moran Environmental Recovery, LLC (MER) appreciates this opportunity to be of service. MER is a specialized provider of integrated environmental and industrial services. Below is the scope of work and pricing for the services requested ("Services").

SCOPE OF WORK:

Drain remaining AFFF from a 30 gallon foam tank on fire apparatus, triple rinse with hot water as per State of Connecticut Commission on Fire Prevention and Control guidelines for onboard equipment.

Capture all PFAS product and rinse liquids and containerize into DOT rated drums for transport off-site to an approved disposal facility. MER assumes "hot water" garden hose spigot will be available on-site.

Budgetary pricing below is based on completing work within one 8 hour day including travel, and a total of three drums of AFFF waste.

PROJECT PRICING:

| | | |
|-------------------------------|--|------------|
| Labor | 2 field technicians x 8 hours | \$1,440.00 |
| Haz-Waste permitted Box Truck | 1 truck x 8 hours | \$400.00 |
| DOT rated containers | 3- 55 gallon closed top drums | \$625.00 |
| Materials | PPE, support materials | \$135.00 |
| Disposal | 3- drums of PFAS liquid waste, 1- bucket of PPE and rags waste | \$2,045.00 |
| | Estimated total cost | \$4,645.00 |



COMMERCIAL TERMS AND CONDITIONS:

| | | | | |
|---|--------------------------------|-------------------------------------|--|---------------------------------------|
| Payment Terms: | <input type="checkbox"/> C.O.D | <input type="checkbox"/> 1% 10 Days | <input checked="" type="checkbox"/> NET 30 | <input type="checkbox"/> Other: _____ |
| Payments not made by due date will be subject to 1.5% monthly late fee. | | | | |
| This proposal may be withdrawn if not accepted within 30 days. | | | | |

- SITE CONDITIONS: MER must have free and clear access to the site and where applicable, Client will supply a constant and sufficient source of running water, electricity, and other utilities necessary for MER to perform services.
- MINIMUM CHARGE: All services performed by MER are subject to a \$1,000 Minimum Charge.
- ATTORNEY-IN-FACT (HANDLING OF SUBSTANCES): By executing this proposal or authorizing MER to proceed, Client authorizes MER to act on its behalf (or the generator's behalf) and appoints MER (or its subcontractors of any tier) as its attorney-in-fact for purposes of completing and executing any documentation related to or necessary for transportation and disposal of any waste, substance, or material handled in connection with the performance of Services.
- TAXES: All applicable Federal, State, or Local taxes and/or surcharges will be included at time of invoice. Tax-exempt entities must provide proof of tax-exempt status prior to execution of the proposed work.
- CHANGE ORDERS: Any deviation from the Services specified within the Scope of Work or applicable specifications or drawings referenced herein may be subject to a change order (additional rates charges or change in schedule). MER, at its election, may choose not to proceed with such deviation until a Client and MER agree upon and mutually execute a change order.
- WASTE DISPOSAL: Disposal pricing is based upon generator information, off specification charges may apply if upon receipt at the disposal facility the material to be disposed of differs from what has been quoted. If applicable, federal, state, or local waste disposal taxes and/or surcharges will be added to the invoice.
- SURCHARGES: A surcharge of 5% will be added to all invoice subtotals to cover the cost of non-fuel transportation and compliance-related expenses. An additional fuel surcharge shall apply to all fuel-driven equipment if the weekly average price of US Diesel (On Highway) exceeds \$3.00/gallon as reported by the U.S. Energy Information Administration.
- GENERAL TERMS AND CONDITIONS: The attached general terms and conditions shall be applicable to and govern the Services and Client's acceptance of the general terms and conditions shall occur the earlier of: (i) Client's execution of the proposal acceptance; (ii) Client's written or verbal authorization to proceed; or (iii) MER's commencement of Services (including mobilization). Any additional of different terms, conditions, or instructions proposed by Client in any form are rejected unless expressly agreed to by MER in writing.

To authorize the performance of this proposal, please execute the proposal acceptance below and return to the attention of Chris May. If you have any questions regarding this quotation or would like further information on our services, please feel free to call me at 781-952-8094.

Sincerely,

Chris May
Project Manager

PROPOSAL ACCEPTANCE:

By signing below, the individual below warrants his/her authority to bind Client to the terms and conditions of this Proposal and to authorize MER to proceed with the Services.

CLIENT:

Signature: _____ Name: _____

Date: _____ Title: _____

PO Number: _____

GENERAL TERMS AND CONDITIONS



1. **Performance**. Moran Environmental Recovery, LLC ("MER") agrees to perform the services identified on its proposal (the "Services") in accordance with these general terms and conditions and those within the proposal (the "Agreement"). MER will perform the services at the general direction of Client, in conformance with applicable local, state, federal, and industry standards. Unless stated otherwise, the Services do not include any utility locate, design, engineering, or any similar technical services, and to the extent such services are needed in connection with the Services, it shall be the responsibility of Client or third parties engaged by Client.
2. **Suspension or Termination by MER**. MER may terminate this Agreement and cancel the Services at any time for convenience, if MER determines in its reasonable opinion the Services cannot be performed without posing an unreasonable risk to property, the environment, or health of any personnel, or in the event Client: (i) fails to pay any amounts due; (ii) materially breaches any term or condition of this Agreement; or (iii) fails to provide reasonable assurances to MER of its ability to pay for the Services.
3. **Warranties**. MER warrants that it will perform the Services in a professional and workmanlike manner consistent with sound industry practices. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, MER MAKES NO AND EXPRESSLY DISCLAIMS ANY GUARANTEES, REPRESENTATIONS, OR WARRANTIES AS TO THE PERFORMANCE OR SUITABILITY OF THE SERVICES AND ANY ASSOCIATED PERSONNEL, LABOR, EQUIPMENT, OR MATERIALS PROVIDED BY MER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATIONS AS TO COMPLETION OR RATES OF PROGRESS, THAT ANY LEVEL OF CLEANLINESS WILL BE ACHIEVED, OR OF MERCHANTABILITY, OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE,**
4. **Payment**. Payment shall be deemed earned by MER as Services are performed and Client shall reimburse MER without offset or deduction within the payment term identified on the face page of this Agreement or if no term is indicated, within net thirty (30) days following the date of MER's invoice. Late payments shall earn interest at 1.5% per month or the maximum amount permitted by law, whichever is lower. Client shall reimburse MER for any and all costs and expenses (including reasonable attorneys' fees) incurred by MER in its collection efforts to recover any amounts owed.
5. **Indemnification**. To the fullest extent permitted by law and except as provided in sections 6 and 7 the parties shall defend, indemnify, and hold each other harmless from and against any and all claims, liabilities, penalties/fines, costs, and expenses (including reasonable attorneys' fees) ("Claims") arising from or related to the Services in proportion to its own negligence or fault.
6. **Responder Immunity**. MER shall be entitled to the protections of any applicable responder immunity law and Client shall not be allowed to recover from MER any amounts Client is responsible for or has paid for which MER would have no liability under any applicable responder immunity law, except where caused by MER's sole or gross negligence or willful misconduct.
7. **Consequential Damages**. Neither party shall be responsible for any incidental, consequential, or special damages whatsoever (including but not limited to, business interruption, extra expense, loss of use of any property, or delay) arising out of or relating to the Services and/or this Agreement, howsoever caused and regardless of whether the same results from the negligence of a party, or otherwise, and even if the possibility of such was or could have been foreseeable.
8. **Handling of Substances & Client Representations and Warranties**. By virtue of performing the Services, MER does not accept or acquire title to any waste, substance, or material handled by or tendered to MER (or its subcontractors of any tier) in connection with this Agreement ("Substances"). Client warrants and represents: (i) that it has title to and is the generator of, or otherwise authorized to act on behalf of the generator, and (ii) any Substances shall strictly conform to any description provided to MER including but not limited to as indicated on the face page of this proposal or otherwise provided verbally, in writing, or upon any manifest, SDS, or any other documentation. To the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless MER from any Claims arising from or related to Client's breach of its warranties and representations herein.
9. **Severability & Misc**. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with applicable law. This Agreement constitutes the entire agreement between the parties and expressly supersedes and negates any prior or contemporaneous agreements, whether written or oral and may not be modified or amended except by a writing signed by both parties. This Agreement may be executed in two or more counterparts, via signature, email signatures (and/or acknowledgements), each of which will be deemed an original and all of which together will constitute the same agreement.
10. **Governing Law, Dispute Resolution, and Legal Fees**. This Agreement shall be governed by the laws of the state in which the Services are performed and any litigation or dispute arising in connection with this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and judgment on the award entered by the arbitrator(s) may be entered into any court having jurisdiction thereof and the substantially prevailing party shall be entitled to reimbursement by the other party for reasonable legal fees and costs. Upon request of either party, the arbitrator(s) may consolidate any arbitration proceeding with any other proceeding or matter related to this Agreement or the Services.