VENDOR CONTRACT AGREEMENT

Contract Number: 2024-TANKFARM-REPLACE-001

Date: October 26, 2023

Parties:

* Client: Acme Manufacturing Corporation
  + Address: 123 Industrial Drive, Anytown, State, Zip Code
* Vendor: Demolition & Remediation Solutions, Inc. (DRS)
  + Address: 456 Environmental Lane, Cleanup City, State, Zip Code

1. Project Description and Detailed Scope of Work:

Acme Manufacturing Corporation ("Client") engages Demolition & Remediation Solutions, Inc. ("Vendor") to demolish and remediate the existing tank farm system. This project requires complete removal and disposal of the tank farm infrastructure and associated contaminated materials, followed by site remediation.

1.1. Tank Demolition and Removal:

The Vendor will demolish and remove approximately forty (40) 4,000-gallon steel tanks containing residual process chemicals and sludge. This involves venting, purging, cleaning, dismantling, and transporting tank components off-site for licensed hazardous waste disposal. The vendor will supply all required equipment.

1.2. Concrete Pad Demolition:

The Vendor will demolish and remove a 20,000 square foot reinforced concrete pad. This includes breaking the concrete into pieces, removing debris, and examining/remediating the ground underneath.

1.3. Piping Demolition:

The Vendor will demolish and remove approximately 40,000 linear feet of connecting piping, including steel, PVC, and stainless steel. This involves draining, purging, cleaning, dismantling, and disposing of the pipes.

1.4. Auxiliary Pump Demolition:

The Vendor will demolish and remove all auxiliary pumps, including centrifugal and positive displacement pumps, and associated control valves.

1.5. Allen-Bradley Control System Removal:

The Vendor will dismantle and remove the existing Allen-Bradley control systems, including PLCs, HMIs, and wiring, and dispose of them according to electronic waste regulations.

1.6. Mechanical Support Removal:

The Vendor will demolish and remove all mechanical support structures, including steel beams, pipe racks, and equipment skids.

1.7. Electrical Heat Tracing Removal:

The Vendor will carefully remove all electrical heat tracing and dispose of it according to electrical waste regulations.

1.8. Environmental Remediation:

The Vendor will conduct environmental remediation, including Phase I and Phase II ESAs, soil and groundwater sampling, remediation plan development and implementation, and post-remediation monitoring. The vendor is responsible for all required permits.

1.9. Fuel Oil Tank Removal and Disposal:

The Vendor will remove and dispose of one (1) large fuel oil tank, approximately 20% full of crude oil, using specialized equipment and expertise. The vendor will provide disposal documentation.

2. Project Timeline:

* Project Start Date: November 15, 2023
* Project Completion Date: March 15, 2024
* The vendor will provide a detailed project schedule within 10 days of the contract signing.

3. Payment Terms:

The total contract price is $1,250,000.00, paid as follows:

* 20% ($250,000.00) upon contract execution.
* 30% ($375,000.00) upon completion of tank and piping demolition and client inspection.
* 30% ($375,000.00) upon completion of concrete pad demolition and auxiliary equipment removal and client inspection.
* 20% ($250,000.00) upon completion of environmental remediation, fuel oil tank disposal, final inspection, and client approval.

4. Itemized Project Costs:

* Tank Demolition and Removal (40 tanks): $300,000.00
* Concrete Pad Demolition: $150,000.00
* Piping Demolition (40,000 linear feet): $200,000.00
* Auxiliary Pump Demolition: $75,000.00
* Allen Bradley control system removal: $50,000.00
* Mechanical Support removal: $25,000.00
* Electrical Heat tracing removal: $25,000.00
* Environmental Remediation: $300,000.00
* Fuel Oil Tank Removal and Disposal: $125,000.00

5. Insurance:

The Vendor will maintain:

* General Liability Insurance: $2,000,000.00 per occurrence
* Workers' Compensation Insurance: As required by state law
* Environmental Liability Insurance: $1,000,000.00 per occurrence.
* The vendor will provide proof of insurance before work starts.

6. Indemnification:

The Vendor will indemnify and hold harmless the Client from all claims, liabilities, and expenses arising from the Vendor's work.

7. Termination:

Either party may terminate for cause with thirty (30) days written notice. The client can terminate at anytime, but will be responsible for costs associated to work completed to date.

8. Governing Law:

This agreement is governed by the laws of the State of [State Name].

9. Entire Agreement:

This agreement is the entire agreement.

10. Contract Terms:

* Permits and Approvals: The Contractor is responsible for obtaining all necessary permits, licenses, and approvals. Copies of permits must be provided to the Client.
* Safety: The Contractor will comply with all safety regulations, provide a safety plan, and conduct safety meetings.
* Change Orders: Changes to the scope of work must be in writing and agreed upon by both parties.
* Site Access: The Client will provide reasonable site access. The Contractor will maintain a clean site.
* Site Restoration: The Contractor will restore the site to its original condition.
* Waste Disposal: Waste will be disposed of according to regulations. Disposal documentation will be provided.
* Subcontractors: Subcontractors must be approved by the Client.
* Liens: The Contractor will keep the site free of liens.
* Inspection: The Client can inspect the work. Deficiencies will be corrected.
* Weather Delays: The Contractor will provide a weather delay plan and notify the Client of delays.
* Hazardous Material Discovery: Work will stop if unknown hazardous materials are found. The Client will determine the next steps.
* Liquidated Damages: $5,000 per day will be paid for late completion, unless due to force majeure.
* Warranty: The Contractor provides a one-year warranty on workmanship and materials.
* Insurance: The Contractor will maintain required insurance and provide certificates.
* Confidentiality: The Contractor will maintain confidentiality.
* Termination for Convenience: The Client can terminate for convenience and will pay for work completed.

Signatures:

Acme Manufacturing Corporation:

Authorized Representative

Name:

Title:

Date:

Demolition & Remediation Solutions, Inc.:

Authorized Representative

Name:

Title:

Date: