

AGREEMENT EXHIBIT 10

SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

- A. The work required under this Section, without limiting the generality thereof, includes all labor and materials necessary to complete all work required for the removal of contaminated soils and site restoration for the former Caouette Property (DEP RTN 2-0018007) and the abutting portion of the former MBTA Property (DEP RTN 2-0017998), both located in and now owned by the Town of Acton, Massachusetts (collectively, the “Site”) in accordance with the RAM Plan, M.G.L. c. 21E, the Massachusetts Contingency Plan (“MCP”), and any DEP approval relating thereto and under the direction and supervision of the Town’s Licensed Site Professional (the “LSP” or the “Engineer”).

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Scope of Work:

The General Contractor for this project will be responsible for the following scope of work items:

1. Furnish all labor, materials, tools, equipment and services necessary for the complete excavation and removal of the contaminated soil and restoration of the areas disturbed during the contaminated soil removal located on the site, as indicated on the Contract Documents.
2. Before start of work, obtain and pay for all permits required by all authorities having jurisdiction, notify and comply with Digsafe and all interested utility companies.
3. Install, maintain and remove required erosion and sediment controls, including wheel wash station. Removal of the erosion and sedimentation controls shall performed once construction is complete, soils are well established with vegetation and all conditions of the Conservation Commission Order of Conditions (RFB Exhibit C) have been met.
4. Place straw wattles on the downslope margins of excavations and soil management areas
5. Clear and grub sufficient surface area within the limits of work to allow the Work to proceed.

6. The Contractor shall excavate, transport and dispose of all contaminated soil as specified in the contract specifications and as part of the project Bid Form.
7. The Contractor shall assume approximately 650 cubic yards of contaminated soil will be excavated. Soil excavation shall extend to approximately 2 feet below ground surface or until impacted soils are removed, to be determined by the Engineer.
8. Conduct all excavation and restoration work in accordance with OSHA, MassDEP and U.S. EPA requirements.
9. Excavate, transport and dispose of designated contaminated soil as shown on the Drawings and Specifications, as directed by the Engineer. Disposal of the contaminated material shall only be at approved facilities.
10. Provide Town of Acton and the Engineer with required waste disposal documentation.
11. Place 6 millimeter thick plastic sheeting on the ground between the excavation area and truck loading area to catch soil spills.
12. Temporary plastic sheeting is to be placed over exposed disturbed soils at the end of each construction day.
13. The Contractor shall maintain plastic sheeting in the excavated areas until pre or post characterization testing has been completed and remediation criteria are met.
14. The Contractor shall install clean backfill and topsoil as described in the specifications. The backfill and topsoil shall be placed to match existing grades. Import fill from off site sources as required.
15. Provide specified surface cover and seed to stabilize disturbed soil.
16. Clean adjacent areas and improvements of all dust, dirt and debris caused by excavation operations, the Contractor will be responsible for picking up all debris at the end of each work day and stock pile in an orderly matter.
17. Conduct operations to insure minimum interference with roads, walks, entrances, exits and other adjacent occupied facilities or areas.
18. Control dust caused by the work. Dump Trucks shall use dust covers and shall be driven at speeds less than 5 mph on site. Comply with pollution control regulations of governing authorities.
19. Protect existing site conditions, paving, and other services on and adjacent to the site from damage caused by site work operations. Cost of repair and restoration of damaged items at Contractor's expense.

20. Clean the site to an acceptable standard and demobilize all labor, equipment and materials.
21. The Contractor shall secure, and pay for all permits and Governmental Fees, Licenses, and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the contract and which are legally required at the time the bids are received. The Contractor shall comply with all applicable Federal, State and local statutes, laws, bylaws, rules, regulations, permits, and orders concerning the Work.

1.03 CONTRACT

- A. The work shall be completed under the unit prices set forth on the Bid Form, in accordance with the conditions of the agreement between Contractor and Owner, including provisions for liquidated damages.
- B. The Contractor shall:
 1. Place tax exemption certificate number on invoice for materials incorporated in the work.
 2. Furnish copies of invoices to Owner.
 3. Upon completion of work, file with the Owner a notarized statement that all purchases made under tax exemption certificate were entitled to be exempt.
 4. Pay legally assessed penalties for improper use of exemption certificate number.

1.04 EXAMINATION OF SITE AND DOCUMENTS

- A. Visit the site and examine Contract Documents before submitting a bid. Inspect and be thoroughly familiar with the same and conditions under which work will be carried out. Neither the Owner nor the Engineer will be responsible for errors, omissions and/or charges for extra work arising from the Contractor's failure to familiarize himself with the Contract Documents or existing conditions. By submitting a bid, the bidder agrees and warrants that he had the opportunity to examine the site and the Contract Documents, that he is familiar with the conditions and requirements of both and, where there is required in any part of the work a given result to be produced, that the Contract Documents are adequate and that he will produce the required results.

1.05 CONTRACTOR'S USE OF PREMISE

- A. Confine operations at site to areas permitted by:
 1. Law

2. Ordinances
 3. Permits
 4. Contract Documents
- B. Do not unreasonably encumber site with materials or equipment.
 - C. Assume full responsibility for protection and safekeeping of products and equipment stored on premises.
 - D. Move any stored products and equipment which interfere with operations of Owner or other Contractors.
 - E. Obtain and pay for use of additional storage or work areas needed for operations beyond designated areas shown on Site Plan.
 - F. Limit use of site to work and storage.
 - G. The Contractor shall be responsible for adequate site drainage during the entire construction period by any temporary means which shall not adversely affect construction progress or abutting property.

1.06 SAFETY REGULATIONS

- A. This project is subject to compliance with Public Law 91-596, "Occupational Safety and Health Act of 1970" (OSHA), with respect to all rules and regulations pertaining to construction, including Volume 36, Numbers 75 and 105, of the Federal Register, as amended, and as published by the U.S. Department of Labor.