

State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - BIDDER INFORMATION**

*Bidder must be registered as a vendor on the RIVIP system at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to submit a bid proposal.*

**Solicitation Number:** 7549806A1  
**Solicitation Title:** Cherry Hill Fuel Depot - Removal of Underground Tanks/Install New Above Ground, DOA

**Bid Proposal Submission Deadline Date & Time:** September 10, 2015 at 11:00am

**RIVIP Vendor ID #:** 4856  
**Bidder Name:** Tmc Services Inc  
**Address:** 19 National Drive  
Franklin, MA 02038  
USA

**Telephone:** 508-966-6000  
**Fax:** 508-966-4861  
**Contact Name:** Angie Coe  
**Contact Title:** Proposal & Contract Manager  
**Contact Email:** [acoe@tmcenvironmental.com](mailto:acoe@tmcenvironmental.com)

**SECTION 2 —DISCLOSURES**

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

*Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.*

- N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- N 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary): Please see attached in response to Item #5

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### SECTION 3 —CERTIFICATIONS

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

**THE BIDDER CERTIFIES THAT:**

- Y 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- Y 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- Y 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- Y 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- Y 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- Y 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

Certification details (continue on additional sheet if necessary):

N/A

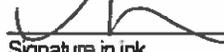
Submission by the Bidder of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Bidder certifies that: (1) the Bidder has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Bidder Certification Cover Form) is accurate and complete. The Bidder acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

**BIDDER**

Date: Sept. 10, 2015

TMC Services, Inc. dba TMC Environmental

Name of Bidder



Signature in ink

Matthew Clark, President/CEO

Printed name and title of person signing on behalf of Bidder



# Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

CREATION DATE : 01-SEP-15  
BID NUMBER: 7549806,1  
TITLE: CHERRY HILL FUEL DEPOT-REMOVAL  
UNDERGROUND TANKS/INSTALL NEW ABOVE GROUND

BLANKET START : 01-OCT-15  
BLANKET END : 30-SEP-16  
BID CLOSING DATE AND TIME:10-SEP-2015 11:00.00

BUYER: Cadoret, David  
PHONE #: N/A

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DOA CONTROLLER  
ONE CAPITOL HILL, 4TH FLOOR  
SMITH ST  
PROVIDENCE, RI 02908  
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DOA CENTRAL SERVICES  
ONE CAPITOL HILL, 2ND FLOOR  
SMITH ST  
PROVIDENCE, RI 02908  
US

Requisition Number: 1425916

Note to Bidders: THERE WILL BE A MANDATORY PRE BID CONFERENCE AS PER ATTACHED SPECIFICATIONS.

Amendment Description: THIS ADDENDUM POSTS SIGN IN SHEET FROM MANDATORY PRE BID CONFERENCE HELD 8/28/15 AT 10AM.  
THIS ADDENDUM POSTS NOTES FROM PRE BID CONFERENCE.

Line	Description	Quantity	Unit	Unit Price	Total
1	CHERRY HILL FUEL DEPOT REMOVAL OF UNDERGROUND FUEL STORAGE TANKS & INSTALLATION OF ABOVE GROUND TANKS PER ATTACHED BID SPECIFICATIONS	1.00	TOTAL	\$330,520.00	\$330,520.00

Delivery: Two weeks after Notice to Proceed

Terms of Payment: 2% 10, Net 30

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer

State of Rhode Island and Providence Plantations  
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**Solicitation Number:** 7549806  
**Solicitation Title:** CHERRY HILL FUEL DEPOT - REMOVAL UNDERGROUND TANKS/INSTALL NEW ABOVE GROUND, DOA (28 PGS & ZIP FILE)  
**Bid Proposal Submission Deadline Date & Time:** 9/10/2015 11:00 AM  
**RIVIP Vendor ID #:** 4856  
**Bidder Name:** Tmc Services Inc  
**Address:** 19 National Drive  
Franklin , MA 02038  
USA  
**Telephone:** 508-966-6000  
**Fax:** 508-966-4861  
**Contact Name:** Angie Coe  
**Contact Title:** Proposal & Contract Manager  
**Contact Email:** [acoe@tmcenvironmental.com](mailto:acoe@tmcenvironmental.com)

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**State of Rhode Island  
Department of Administration / Division of Purchases  
One Capitol Hill, Providence, Rhode Island 02908-5855  
Tel: (401) 574-8100 Fax: (401) 574-8387**

**Bid 7549806  
CHERYY HILL FUEL DEPOT -REMOVAL UNDERGROUND TANKS/INSTALL NEW  
ABOVE GROUND**

Any inquiries (i.e. questions, substitution requests, etc) should be emailed to the address on page 1 of the Invitation To Bid page.

RIGL 28-27-5 and 28-27-6 provide that only persons with the proper licensure can bid upon or perform the work described in the statutes.

**QUALIFICATIONS STATEMENT SUBMISSION REQUIREMENT:**

Experience and qualifications of the firm performing, including resumes of key individual whom will work on this project/contract are required. This includes resumes and experience of any firm that will be utilized on a sub-contracting basis for specific items of work.

The bidder must provide documentation that they have already installed an aboveground fueling system.

Failure to provide any of the above documentation may result in your bid being deemed non-responsive.

**See additional specifications on disc attached to this bid.**



**State of Rhode Island**  
**Department of Administration / Division of Purchases**  
**One Capitol Hill, Providence, Rhode Island 02908-5855**  
**Tel: (401) 574-8100 Fax: (401) 574-8387**

**Bid 7549806**  
**CHERYY HILL FUEL DEPOT -REMOVAL UNDERGROUND TANKS/INSTALL NEW**  
**ABOVE GROUND**  
**Additional Specifications**

**Submit this sheet with your bid proposal. Failure to do so may result in your bid being deemed non-responsive.**

Line Item #1: Cost per cubic yard credit less than 200 cubic yards of soil removed and replaced: \$56.00 /cu.yd.

Line Item #2: Cost per cubic yard for removal, transport, stockpile, cover and analysis of contaminated soil removed in excess of 200 cubic yards: \$98.00 /cu.yd

Line Item #3: Cost per cubic yard for replacement of excavated material in excess of 200 cubic yards with clean fill: \$45.00 /cu.yd.

Line Item #4: Cost per gallon for removal, storage, analysis and disposal of petroleum contaminated ground water: \$1.50 /gallon



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training  
Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

TTY: Via RI Relay 711

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

### STATE CONTRACT ADDENDUM

#### RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

#### PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

*An Equal Opportunity Employer/Program/Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone; (401) 462-8000  
TTY; Via RI Relay 711

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journey person ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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1511 Penitiae Avenue  
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Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

CERTIFICATION

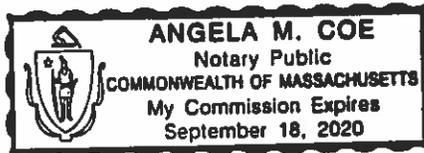
I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: [Signature]

Title: Matthew Clark, President/CEO

Subscribed and sworn before me this 9th day of Sept., 2015

[Signature: Angela M. Coe]  
Notary Public  
My commission expires: 9/18/2020



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1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone: (401) 462-8000

APPENDIX A

**TITLE 37**  
**Public Property and Works**  
**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**  
**SECTION 37-13-5**

**§37-13-5 Payment for trucking or materials furnished - Withholding of sums due.** -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

**§ 37-13-7 Specification in contract of amount and frequency of payment of wages.**

-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.



State of Rhode Island  
Division of Purchases

Public Works  
Bid Preparation Checklist

Date: 8/17/2015

Bid#: 7549806

Title: CHERRY HILL FUEL DEPOT -REMOVAL UNDERGROUND TANKS/INSTALL NEW ABOVE GROUND

This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is not a substitute for a thorough review of the Instruction to Bidders nor a comprehensive list of all bid proposal requirements. Each bidder is responsible to review the Instructions to Bidders and to comply with all requirements of the Solicitation.

**Bid Proposal Package:**

- RIVIP Bidder Certification Cover Form (completed) signed in ink
- Bid Form
  - All applicable blank spaces on the Bid Form have been completed
  - All Addenda have been acknowledged
  - Bid price printed legibly in ink (in both words and figures that match where specified)
  - Erasures or corrections have been initialed by person signing the Bid Form
  - Bid Form is signed in ink
- Bid Surety
  - Bid bond or certified check (for DOT projects, bid bond only)
  - Bid surety is five percent of the bid total (or such other specified amount)
  - Bid Bond is signed by the bidder and surety
  - Power of Attorney is attached to the Bid Bond showing the name of person who signed the surety bond
- Public Copy of bid proposal in pdf format on a read-only CD-R media disk
- General Contractor Apprenticeship Certification Form "2013-14" (for projects \$1,000,000 and greater) required at time of bid proposal submission

*Note: General Contractor Apprenticeship Re-Certification and Certification Form "2013-16" and Subcontractor Apprenticeship Certification Form "2013-15" are not required at time of bid proposal submission deadline.*

- Applicable professional licenses (as specified in the Solicitation)
- Rhode Island Contractor Registration Board No. 13821
- All bid proposal documents in a sealed envelope with the specific Solicitation #, Solicitation title, and the bid proposal submission deadline marked in the upper left hand corner of the envelope
- Each bid proposal submitted in a separate sealed envelope
- Completed Form W-9
- Other \_\_\_\_\_

**Buyer Name:** David A. Cadoret

**Contact Information:** [doa.purbidinfo@purchasing.ri.gov](mailto:doa.purbidinfo@purchasing.ri.gov)

State of Rhode Island  
PAYER'S REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)  
[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Employer ID No. (EIN)  
04 3270089

NAME TMC Services, Inc. dba TMC Environmental

ADDRESS 19 National Drive

(REMITTANCE ADDRESS, IF DIFFERENT) same

CITY, STATE AND ZIP CODE Franklin, MA 02038

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions - You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE  TITLE Matthew Clark, President/CEO DATE 9/10/15 TEL. NO. 508-966-6000

BUSINESS DESIGNATION:

- Please Check One:
- Individual
  - Partnership
  - Medical Services Corporation
  - Corporation
  - Trust/Estate
  - Government/Nonprofit Corporation
  - Legal Services Corporation

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address. If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF - Check the appropriate box for the type of business ownership.

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908



**TMC ENVIRONMENTAL**

Challenge us. Count on us.

TMC Services, Inc. is wholly owned by ENPRO Holdings Group, Inc. The individuals involved in TMC Services, Inc. and ENPRO Holdings Group, Inc. are as follows:

**Matthew C. Clark**

President & CEO of TMC Services, Inc.  
President & CEO of ENPRO Holdings Group, Inc.  
25% Owner of ENPRO Holdings Group, Inc.  
19 National Drive  
Franklin, MA 02038

**Thomas S. Clark, Jr.**

Executive Vice President & Secretary of TMC Services, Inc.  
Executive Vice President & Director of ENPRO Holdings Group, Inc.  
25% Owner of ENPRO Holdings Group, Inc.  
19 National Drive  
Franklin, MA 02038

**David A. Cowie**

Chairman of the Board, COO & Secretary of ENPRO Holdings Group, Inc.  
25% Owner of ENPRO Holdings Group, Inc.  
19 National Drive  
Franklin, MA 02038

**Bruce A. Irving, III**

Executive Vice President & Treasurer of ENPRO Holdings Group, Inc.  
25% Owner of ENPRO Holdings Group, Inc.  
19 National Drive  
Franklin, MA 02038

**Gordon A. Lewis, III**

Chief Financial Officer of ENPRO Holdings Group, Inc.  
19 National Drive  
Franklin, MA 02038

A copy of the merger announcement is also attached.

24 HOUR EMERGENCY RESPONSE 1.800.223.8865

19 National Drive • Franklin, Massachusetts 02038 • tel 508.966.6000 • fax 508.966.4861 • [tmcenvironmental.com](http://tmcenvironmental.com)





FOR IMMEDIATE RELEASE:

## ENPRO and TMC Announce Merger to Create a Premier Environmental & Industrial Service Company

Salisbury, MA and Franklin, MA, May 7, 2015 – TMC Environmental dba TMC Services, Inc. of Franklin, MA (TMC) and ENPRO Services, Inc. of Salisbury, MA and its related entities, ENPRO Services of Vermont, Inc., ENPRO Services of Maine, Inc. and Terralink Software Services, Inc. (ENPRO) announced today that they have entered into a definitive agreement under which a newly formed parent company, ENPRO Holdings Group, Inc. (EHGI) has acquired all outstanding shares of the named companies in a stock transaction valued at approximately \$20.0 million. This combination reflects both companies' commitment to drive sustainable growth, creating one of the region's leading environmental & industrial service providers. EHGI will maintain its operating locations throughout the northeastern United States and Florida.

Under the terms of the transaction, all outstanding shares of TMC and ENPRO common stock have been exchanged for EHGI stock. The four shareholders of EHGI will maintain equal ownership and are comprised of the owners of the legacy companies: Thomas Clark, Jr., Bruce Irving III, David Cowie and Matthew Clark. The boards of directors of both companies approved the transaction which closed effective Thursday, May 7, 2015.

"The combination of our two companies will double the critical mass that we have gained. This is a well thought out merger that promises to bring great opportunity to our employees and increased service offerings to our clients. As the integration of our teams and resources gain momentum, we intend to solidify our operations north of Boston while adding increased presence and resources to our locations in New York, New Jersey and southward." *said Matthew Clark EHGI's President and Chief Executive Officer* "The resulting company will have an expanded geographic footprint and a number of distinct service offerings that will provide our existing client base with full service capabilities while presenting opportunity to competitively establish a foothold in new business sectors."

"We have come to this decision after many months of carefully evaluating the strategic, financial, logistical and legal aspects of this endeavor. Throughout the process, it was important to preserve the legacy of the ENPRO brand as founded by the Irving Family some 30+ years ago. Our counterpart has embodied the same values and commitment to quality, service and integrity which our clients and the regulatory community have come to know us for." *said David Cowie EHGI's Chairman and Chief Operating Officer* "Of utmost importance, are the increased opportunities for our employees who are the foundation on which our respective companies were built. We fully expect that this merger will provide all of us the best possible method to achieve our respective goals."

This merger brings together two of the region's leading mid-size environmental & industrial service firms who maintain strong market positions in complimentary areas. Each of the operating entities will realize increased availability of equipment, personnel and capital to respond to the ever changing marketplace needs while gaining improved efficiencies through utilization and response time. The combined company expects to: drive client satisfaction and retention, penetrate new markets and grow through its bolstered service offerings and geographic coverage.

“When I was asked to join the merger team for this transaction, I quickly realized the untapped potential of the two stand-alone companies and envisioned the powerhouse that this deal would produce. I’ve been working with the ENPRO and TMC executive teams for over a year and I’m excited to be part of the Sr. Executive Team and Board of Directors of EHGI. *said Gordon Lewis, EHGI’s Chief Financial Officer* “This Company is well capitalized and aligned with a solid middle market banking relationship through its recent transaction with Citizen’s Bank. By way of the synergies projected under this merger, I expect EHGI to produce exceptional year one financial performance.”

### **About ENPRO**

ENPRO is a customer-focused environmental field services company that specializes in the remediation and management of oil and hazardous materials. Since 1983, ENPRO has provided clients with cost-effective solutions to a wide range of environmental concerns. They are known for timely execution of response actions on small and large projects alike. Regulatory compliance and safety awareness are paramount to their success. With over 125 employees, four regional service centers, a large fleet of equipment and two hazardous waste facilities, ENPRO has firmly established a dominant presence in the Northeastern United States environmental field services market.

### **About TMC**

TMC offers diverse services to clients facing environmental and industrial cleaning challenges. Services provided include asbestos; lead, mold and infectious agent abatement; transportation and disposal of hazardous and non-hazardous waste streams; property investigation and site remediation; demolition; industrial cleaning; explosive deslagging, which is a specialized removal of furnace ash; marine, disaster and hazardous materials emergency response; and petroleum related pump and tank services. Founded by Matthew and Thomas Clark, Jr. in 1995. TMC has been in business for over 20 years and in that time they have developed a solid reputation with private and public sector clients for providing site remediation and emergency response services. The firm maintains a team of over 120 account and project managers, field personnel, and customer service representatives, many with 15+ years at TMC and 25+ years in the industry. With a large fleet of remediation and transportation equipment and offices located in MA, ME, NH, CT, NY, NJ, VT and FL, TMC has the east coast covered.

### **Highlights of the Transaction**

This merger quickly produces

- A team of over 250 experienced environmental professionals, significantly improving our ability to identify, win, and successfully implement routine and emergency projects
- An expanded modern fleet of company-owned remediation and waste management equipment to more effectively serve existing and new clients
- Increased geographic coverage with 9 offices and 2 TSDFs thoroughly covering the Northeast and providing the opportunity to expand into the Mid-Atlantic and Southeastern States
- A greater number of service lines, including Asbestos Abatement, Marine and Industrial Services, Disaster and Emergency Response, Site Remediation, Petroleum and Chemical Storage Tank Services, Specialty Lab-Pack Services and Waste Transportation and Disposal
- Industry specific software sales and support for facility inventory and tracking of oil and hazardous waste shipments
- A platform grade company with combined revenues of \$50.0M

### **Additional Information**

Matthew Clark will serve as the President and CEO and David Cowie will serve as the Chairman and COO of the combined company which will operate under the ENPRO name. EHGI's board of directors will have 7 members, which includes the four shareholders, the CFO and two outside directors who will be selected at a later date.

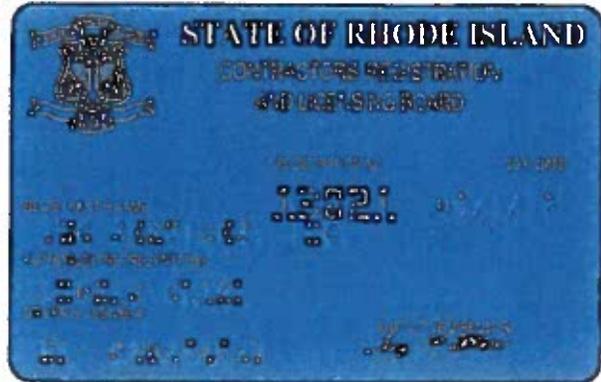
Pierce Atwood LLP and Burns & Levinson LLP are acting as its legal advisors, Marcum LLP is serving as the company's independent auditing firm and Citizens Bank, N.A. holds its primary banking relationship.

### **Public Relations, Marketing & Contact Information**

Over the course of the remainder of the year, the new corporate logo and branding will be introduced to the public. In the interim, the existing logos, branding and websites will remain.

[www.tmcenvironmental.com](http://www.tmcenvironmental.com) and [www.enpro.com](http://www.enpro.com)

*Thomas  
Cleck*



529242627 exp 6/1/16



State of Rhode Island and Providence Plantations  
Rhode Island Department of Labor and Training

CONTRACT MASTER/PIPE 00007124  
GAS STATION LTD



MATTHEW C CLARK  
6 CATALPA LANE  
MENDON MA 01756

JOHN SHAW  
Administrator

01/31/2016  
Expiration Date

*Pipefitters RI*



#### Education

- Wentworth Institute of Technology- Certificate, Civil Engineering
- New England Institute of Technology- A.S. Civil Engineering Technology
- Oil Burner and HVAC Technician, The Peterson School

#### Registrations & Certifications

- OSHA 40 Hour HAZWOPER Training
- OSHA 8 Hour Refresher
- OSHA 10 Hour Construction Safety
- Construction Supervisor (MA)
- Contractor's Registration Board (RI)
- Driver's License Class A
- Gas Station/Oil Burner Serv/Journeyman (RI)
- G-12 Contractor, City of Boston
- Hoisting Engineer: RI
- Home Improvement Contractor: MA
- Oil Burner Technician: MA & RI
- On-Site Wastewater Treatment System (OWTS) Installer (RI)
- UST Installation (Xerxes)
- UST Third Party Inspector (MA)

#### Specialized Skills

- Massachusetts Concrete Tester
- Certified Welder for Bridges and Structural Steel
- Hazardous Materials and Waste Management Instructor

#### Professional Profile

##### TMC Environmental

Mr. Thomas Clark is the Executive Vice President and co-founder of TMC Environmental. He has extensive experience in commercial site development, construction, environmental services, and installation / removal of all types of storage tanks and fueling systems. Additionally, he has direct responsibility for the company's day-to-day field operations. Through his leadership he has developed a staff of diligent professionals that are proficient and discerning, who are committed to providing a safe work environment and a superior customer experience.

Since the start of his career in 1991, Mr. Clark has worked as a field technician, foreman, supervisor, and has installed all types of tanks at sites including retail gas stations, trucking terminals, heating oil tanks, and heavy oil heated tanks at boiler plants. It is estimated that Mr. Clark has been directly involved in over 200 installations and many more removals.

Mr. Clark is an expert in the field, performing every task possible in the installation, operation, and removal process of USTs, pumps, dispensers, tank monitoring systems, and fuel management systems.

#### Project Experience

##### Deer Island-MWRA, Winthrop, MA Project

Mr. Clark conducted oversight of a fuel oil pipeline removal from service that was approximately 3400 feet long. It was used to transfer fuel from barges to the above ground storage tank system which provided fuel to the emergency generator plant for the Deer Island Waste Water Treatment Facility. TMC cleaned the pipeline using vacuum truck units and pipeline inspection gauges more commonly called "pigs". The pipeline was cleaned to industry standards and sections that were exposed were removed and disposed. Underground sections were filled with a concrete slurry to permanently close in place.

**Rhode Island DOT, Scituate, RI**

Conducted oversight of tank removal and installation. Work started with the decommissioning of the state police barrack. The scope of work included removal of a 10,000 gas UST used to store gasoline. TMC then decommissioned their Dispenser and card reader as well as the tank monitoring system. The DOT facility decommissioning included the removal of a 6,000 gallon diesel UST, Tank pad, and dispensers. The new facility is located on the DOT property. It is designed to be a modular package. The tank is a double wall, double compartment, 6,000 gallon for both diesel and gasoline. All piping is above ground to facilitate moving complete system in the future, it included new lighting fire suppressors, 2 new dispensers, as well as a gasoline pressure fill port.

**Retail Petroleum Client, Project Management of Emergency Response, Northeast Region**

Coordinating necessary equipment and personnel to clean up releases ranging from one to seven hundred ten gallons of petroleum products. If necessary responding to a spill, supervising clean up, and notifying regulatory agencies if required.

**Wetland Remediation and Restoration, Brookfield, Connecticut**

Constructed a coffer dam around contaminated area of wetland and dewater area before excavation activities began. Excavated contaminated soil and transfer soil to stockpile area without cross-contaminating clean areas.

**Confidential Client, Developer, Dewatering Activities, Quincy, Massachusetts**

Conducted installation of bedrock wells, and coordination of dewatering activities (including treatment and sampling) during the winter and spring seasons of a former high profile quarry.

**Confidential Client, River Dredging, Pittsfield, Massachusetts**

Working in partnership with Roy Weston, EPA, and the Army Corp of Engineers with oversight of dredging and diversion of the river to enable the excavation and sampling of soil from the Housatonic River.

**Various Clients, Remediation Systems**

Performed oversight of the installation, operation and maintenance of groundwater treatment, soil vapor extraction, air sparge, catox, and electrical resistance heating remediation systems. Some of the responsibilities included changing the filters, recording data (i.e. flow rates, vacuum, pressure and ground water depths) and solve any problems that occur with these systems. Air monitoring the amount of petroleum vapors emitted in homes and surface water sampling.

**Confidential Client, Wetland Remediation Activities, Norwalk, Connecticut**

Conducted oversight drainage channel petroleum remediation including removal and restoration. Oversight of groundwater monitoring well installation, groundwater sampling, completion of hand-augured soil borings and soil sampling. In conjunction with those activities ensuring the safety of crew while crossing the roadway.

**Petroleum Retail Company, UST Removal/ Groundwater Treatment, Vermont**

Conducted oversight of removal and installation of underground storage tanks. Dewatered tank grave and pumped groundwater into treatment system. Sampled and screened groundwater to ensure the quality of the water was clean enough to be discharged into the sewer system.

**National Retail Petroleum Company, UST Excavation and Removal, Belfast, and Milford Maine**

Conducted oversight of the excavation and cleaning of the USTs and any piping associated with the USTs. Working in conjunction with the Maine DEP to remove any petroleum impacted soil.



### Education

- Certificate of Architecture, Hall Institute of Technology, Pawtucket, RI

### Registrations & Certifications

- OSHA 40 Hour HAZWOPER Training
- OSHA 8 Hour Refresher
- OSHA 10 Hour Construction Safety Training
- Confined Space Entry
- Driver's License Class B
- Emergency Response to Railroad Incidents (CSX Transportation)
- FEMA ICS: 100/200/700
- Hoisting Engineer: RI
- TWIC Certified
- XP Piping Installation

### Specialized Skills

- Emergency Response
- Install/removal of AST's and UST's
- Health and safety compliance
- Heavy equipment operation
- Site development
- Hazardous material abatement

### Professional Profile

#### TMC Environmental

Mr. Pascale has been with TMC Environmental since 2012 and in the construction industry for 25+ years working in a family residential and land construction company. His experience consists of emergency response and hazardous material abatement/remediation. Mr. Pascale has over 15 years of experience managing and supervising multi-disciplinary cleanup personnel (i.e. supervisors, equipment operators, foremen, sample technicians, cleanup technicians, equipment fabricators, carpenters and subcontract personnel).

Mr. Pascale schedules project resources and communicates daily with the Project Managers in order to assure project coordination and communication with state, local, federal and client. He creates health and safety plans as well as successfully enforces proper safety compliance on all jobs and regularly conducts field employee evaluations. He also provided periodic assistance with the scope assessment and estimating for proposed projects.

### Related Experience

2001 – 2012 Supervisor  
*Petroleum Engineering, Bellingham, MA*

## **Project Experience**

### **Diesel Fuel Dispensing Release, Plainville, MA (2015)**

A small quantity of diesel fuel was released during the filling of a city owned vehicle. Mr. Pascale served as response manager for this project. As such, his role was to organize and supervise the initial response and also coordinated disposal of the collected spill materials.

### **Tractor Trailer Rollover, Rt. 90W, Auburn, MA (2014)**

A tractor trailer containing gasoline overturned and was ruptured in the swale adjacent to the highway.

Mr. Pascale served as initial responder and continued on as onsite supervisor. As initial responder, he coordinated resources and worked to control spreading of the release. As onsite supervisor, he was tasked with running day to day operations as well as coordinating traffic control.

### **Hydraulic Oil Spill, Uxbridge, MA (2014)**

A garbage truck blew a hydraulic line which spread approximately 30 gal in a residential neighborhood. Mr. Pascale served as part of the initial response crew as well as response manager. Once onsite absorbents were spread and then collected and adjacent catch basins were protected. Work proceeded under the direction of MA DEP and all collected absorbents were properly disposed.

### **Saddle Tank Release, Hopkinton, MA (2013)**

A tractor trailer's saddle tank ruptured and diesel fuel entered a drainage structure which sent the fuel into a wet lands area. Mr. Pascale served as the PM/Response

Manager and as such monitored communications between client, local officials and environmental consultants as well as the insurance company and all general day to day site operations. The project involved managing highway travel through local DOT, Complex remediation activities due to extreme sloping and consideration for wet lands and extensive disposal during winter conditions.

### **Costco Wholesalers, Danbury, MA (2010)**

Mr. Pascale supervised the installation of three 20,000 gallon underground storage tanks and a 6 dispenser fueling island. The scope of the project included tank excavation of blasted rock and high water table. The project involved particularly difficult weather conditions, requiring controlled construction due to large amounts of snow. Functions of site construction were facilitated to accommodate a rapid schedule and public traffic control as the store remained open throughout the project.

### **Ryder Transportation, Davie, FL (2009)**

Mr. Pascale supervised the installation of a 12,000 gallon UST and underground surface water drainage system. Site conditions included extremely high water table and soils consisting of coral rock. UST "wet-set" was conducted and all drainage structures were set below water table using blind set operations. Excavated soils were impacted and handled under different categories and separated throughout the project resulting in difficult material handling and disposal operations.

### **Exxon Mobil, Rockland, MA (2008)**

Mr. Pascale acted as Supervisor for the removal and installation of two 12,000 multi-compartment UST's and 4 dispenser fueling island. The site was controlled by LPS safety practices and conditions included a water table and tank excavation near a main intersection. Crane operations were mandatory lifting tanks in the street over existing power lines.

# STATE OF RHODE ISLAND - CHARLESTOWN

## UST Removals / Installation of AST Fueling Station

Job # 1014-0858

### Location

Charlestown, RI

### Client

State of Rhode Island, DOA  
One Capitol Hill, 2nd Floor  
Providence, RI 02908

### Contact

Susan Ferreira  
401-222-6332

### Duration

September 2014 – January 2015

### Contract Value

\$ 301,400

### Overview

TMC Environmental was contracted to remove underground fuel storage tanks (USTs) at the Charlestown Facility and replace them by installing a 12,000 gallon split compartment above ground fuel storage tank. The scope of work included removal of a 10,000 gallon UST used to store gasoline and the removal of a 6,000 gallon diesel UST. TMC then decommissioned the dispenser and card reader as well as the tank monitoring system. The facility decommissioning also included the removal of the tank pad and dispensers.

The newly installed facility is designed to be an integrated package. The tank is a double wall, double compartment for both diesel and gasoline. All piping is above ground. This package also included new lighting, fire suppression, two new double product dispensers, a card reader system and remote fill port.



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# STATE OF RHODE ISLAND – GLOCESTER DEPOT

UST Removal / AST Installation

Job # 1013-0314

## Location

Glocester, RI

## Client

State of Rhode Island, DOA  
One Capitol Hill, 2<sup>nd</sup> Floor  
Providence, RI 02908

## Contact

Susan Ferreira  
401-222-6332

## Duration

June 2013 – November 2013

## Contract Value

\$252,300

## Overview

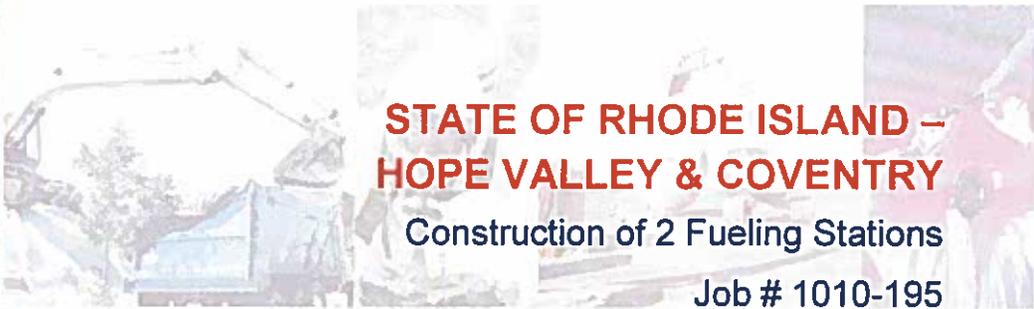
TMC Environmental was contracted to remove underground fuel storage tanks at the Glocester Depot and install a 12,000 gallon above ground fuel storage tank.

The scope of work included removal of a 10,000 gallon UST used to store gasoline. TMC then decommissioned the dispenser and card reader as well as the tank monitoring system. The facility decommissioning also included the removal of a 6,000 gallon diesel UST, tank pad, and dispensers.

The newly install facility is designed to be a modular package. The tank is a double wall, double compartment for both diesel and gasoline. All piping is above ground to facilitate the moving complete system in the future. This package also included new lighting fire suppressors, two new dispensers, and a card reader system as well as a gasoline pressure fill port.



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## STATE OF RHODE ISLAND – HOPE VALLEY & COVENTRY

Construction of 2 Fueling Stations

Job # 1010-195

### Location

Hope Valley / Coventry, RI

### Client

State of Rhode Island, DOA  
One Capitol Hill, 2nd Floor  
Providence, RI 02908

### Contact

Susan Ferreira  
401-222-6332

### Duration

August 2010 – July 2011

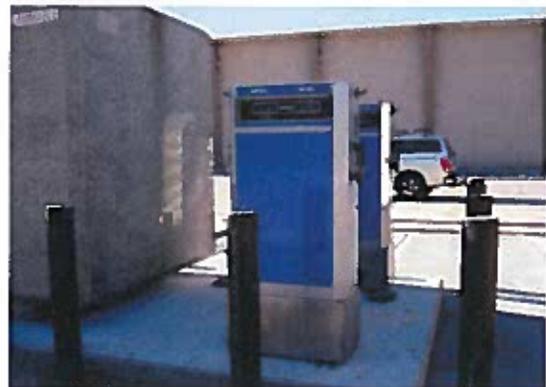
### Contract Value

\$447,260

### Overview

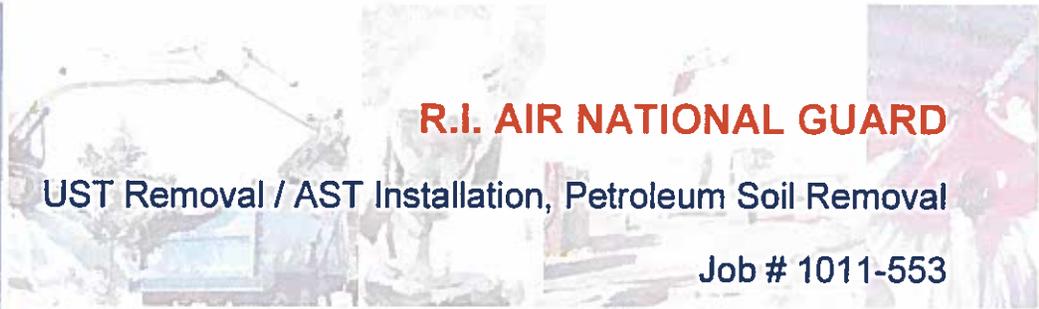
TMC was contracted to replace two fuel facilities for the State of Rhode Island. One site was the Hope Valley State DOT facility. The project consisted of removing the old underground tank system and installing a new state-of-the-art above ground fueling system. TMC removed the old tanks, remediated contaminated soil, and replaced the excavated contaminated soil with clean fill. Upon completion of remediation and site restoration, TMC installed a 12,000 gallon split compartment above ground storage tank for gas and diesel, rated to be fire resistant per UL 2085. The installation included new pumps, dispensers, a fire suppression system, a fuel management/security system, and electronic leak monitoring.

The second site was the Mid-State DOT facility in Coventry, RI. The project consisted of installing a new facility utilizing the two tanks removed from the TF Green Airport State DOT site. TMC removed the two 6,000 gallon above ground tanks from the TF Green Airport State DOT site and moved both tanks to the Mid-State site for installation. TMC installed the two tanks in the new location. The installation included new pumps, dispensers, fire suppression system, fuel management/security system, and electronic leak monitoring.



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## R.I. AIR NATIONAL GUARD

UST Removal / AST Installation, Petroleum Soil Removal

Job # 1011-553

### Location

North Smithfield, RI

### Client

USPFO – Rhode Island  
300 Camp Street  
Providence, RI 02906

### Contact

Eileen Bouchard  
401-275-4261

### Duration

August 2011 –December 2011

### Contract Value

\$212,300

### Overview

TMC Environmental was contracted by the USPFO to replace a heating oil system and conduct soil remediation. TMC completed the installation of a 2,000 gallon double wall above ground heating oil tank, piping, and controls. In addition, TMC excavated, removed and disposed of one 3,000 gallon underground heating oil tank and piping. Remediation of approximately 700 tons of contaminated soil was conducted including dewatering and treatment of ground water, and installation of new storm water management system consisting of detention structures.



**TMC**ENVIRONMENTAL

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# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

TMC Services, Inc. dba TMC Environmental  
a Corporation  
19 National Drive  
Franklin, MA 02038

**SURETY:**

(Name, legal status and principal place  
of business)

Lexon Insurance Company  
a Corporation  
12890 Lebanon Road  
Mt. Juliet, TN 37122

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

State of Rhode Island and Providence Plantations  
a Government Entity  
One Capitol Hill  
Providence, RI 02908

**BOND AMOUNT:** Five Percent (5%) of the Attached Bid

**PROJECT:**

(Name, location or address, and Project number, if any)

Solicitation Number: 7549806 Cherry Hill Fuel Depot - Removal Underground Tanks/Install New Above Ground, Johnston, RI

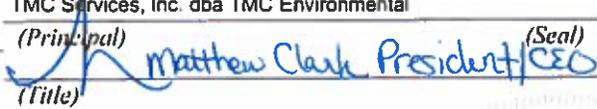
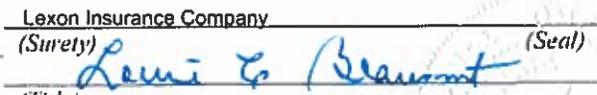
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of September, 2015.

  
(Witness) Michelle Limacher

TMC Services, Inc. dba TMC Environmental  
(Principal)  (Seal)  
(Title) Matthew Clark President/CEO  
Lexon Insurance Company  
(Surety)  (Seal)  
(Title) Louise C. Beaumont, Attorney-in-Fact

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Init.

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# Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Louise C. Beaumont, Melanie Campbell, Judy Chambers, Brent Cross, Jonathan Cross, Royce M. Cross, Woodrow Cross, Debra Pelkey its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1<sup>st</sup> day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 2,500,000.00, Two Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21<sup>st</sup> day of September, 2009.

LEXON INSURANCE COMPANY



BY David E. Campbell  
David E. Campbell  
President

### ACKNOWLEDGEMENT

On this 21<sup>st</sup> day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 01-09-16

BY Amy L. Taylor  
Amy L. Taylor  
Notary Public

### CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 10th Day of September, 2015.



BY Andrew Smith  
Andrew Smith  
Assistant Secretary

“WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.”