Certified: --

B-3-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE APRIL 1, 2026 10:03 AM

NIFS ID: H61126-68G1

Capital: **X**

Contract ID #: **H61126-68G1**

NIFS Entry Date:

DPW Contract Number: **H61126-68G1**

Department: Public Works

Service: **Merrick Road Rehabilitation Phase 1 H61126-68G1 B03-26**

Term: **Five Hundred Forty (540) Calendar Days from Notice To Proceed**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Posillico Civil Inc.**	ID#:**111529032**
Main Address: **1750 New Highway Farmingdale, NY 11735**	
Main Contact: **Jillian Brown**	
Main Phone: **(631) 622-5938**	

Department:
Contact Name: **Daniel Wong**
Address: **1194 Prospect Ave 2nd Fl Westbury, NY 11590**
Phone: **(516) 571-6886**
Email: **dwong@nassaucountyny.gov,ldionisio@nassaucountyny.gov,CPetrucci@nassaucountyny.gov,Ekobel@nassaucountyny.gov**

Contract Summary

Purpose: This contract provides for rehabilitation of Merrick Road Phase 1 from Jackson Avenue to County Line Road. The work includes full depth concrete replacement, miscellaneous repairs, installation of concrete curbs, Sidewalk, ADA compliant curb ramps, and all other incidental work.

Procurement History: The Contractor was selected through an open competitive bidding process. The bid was advertised on July 16, 2025. The bids were received on August 19, 2025, and there were six (6) responsible bidders. The bid submitted by Posillico Civil, Inc. was the lowest responsible bidder.

Description of General Provisions: This is a unit price contract. The contract shall be completed within 540 Days from the Notice to Proceed. MWBE participation is 6.3%.

Impact on Funding / Price Analysis: Funding is available under Capital Project 61126. Total maximum contract amount is $11,794,495.75.

Change in Contract from Prior Procurement: New Procurement

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: H61126-68G1

Advertised On: 07/16/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 08/19/2025

Number of bids received: 6

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00004	PWCAPCAP 00004 61126 000	01	$11,794,495.75
Project Number 61126 Project Detail 000								
						TOTAL		**$11,794,495.75**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$11,794,495.75
Other	$0.00
Total	**$11,794,495.75**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	02/10/2026 11:13AM	Approved
NIFS Final Approval	Christopher Yansick	02/10/2026 04:41PM	Approved
Final Approval	Christopher Yansick	02/10/2026 04:41PM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	02/10/2026 04:42PM	Approved
Final Approval	Christopher Yansick	02/10/2026 04:42PM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	02/11/2026 08:20AM	Approved
Approval as to Form	Julie Silverstein	02/11/2026 04:32PM	Approved
NIFS Approval	Mary Nori	03/18/2026 05:35PM	Approved
Final Approval	Mary Nori	03/18/2026 05:35PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	02/10/2026 04:47PM	Approved
NIFA Approval	Christopher Nolan	03/06/2026 03:30PM	Approved
Final Approval	Christopher Nolan	03/06/2026 03:30PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	03/18/2026 05:54PM	Approved
DCE Compliance Approval	Robert Cleary	03/30/2026 05:19PM	Approved
Vertical DCE Approval	Arthur Walsh	03/31/2026 04:34PM	Approved
Final Approval	Arthur Walsh	03/31/2026 04:34PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/31/2026 05:18PM	Approved

Legislature			
Final Approval			In Progress
DPW NIFS Field Entry			
Final Approval			Pending
NIFA			
NIFA Approval			Pending
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending

B03-26

RULES RESOLUTION NO. -2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND POSILLICO CIVIL, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H61126-68G1, for MERRICK ROAD REHABILITATION-PHASE 1 - NASSAU COUNTY, NY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of POSILLICO CIVIL, INC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 11,794,495.75, now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

BID BOND

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Posillico Civil, Inc.

as Principal; and Liberty Mutual Insurance Company as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of Proposal Price dollars ($ 10% of P.P.) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 7th day of August, 2025

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. H61126-68G1 for the

Merrick Road Rehabilitation Phase I

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

NO TEXT ON THIS PAGE

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

NO TEXT ON THIS PAGE

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Posillico Civil, Inc.
Contractor

by _____ (L.S.) (Corporate seal of Contractor if a corporation)
Michael J. Trotta, Vice President
Title

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Liberty Mutual Insurance Company
Surety

by _____ (L.S.)
Title of Officer
Colette R. Chisholm, Attorney-In-Fact

Witness:
~~XXXXX~~ _____ (L.S.) (Corporate seal of Surety)
Title of Officer
Tai Babilonia, Surety Account Representative

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF New York)
)
ss.:
COUNTY OF Suffolk)

On this 11th day of August, 2025, before me personally came Michael J. Trotta to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the Vice Pres. of the Positive Click, Inc. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

MINDY RUBENSTEIN
NOTARY PUBLIC, STATE OF NEW YORK
No. 01RU0007153
Qualified in Suffolk County
My Commission Expires 5/10/20

Mindy Rubenstein
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Surety Company)

STATE OF New York)

)

ss.:
COUNTY OF New York)

On this 7th day of August , 2025 , before me personally came Colette R. Chisholm to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the Attorney-In-Fact of the Liberty Mutual Insurance Company , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Vishnu Chaitoo further said that he is acquainted with Colette R. Chisholm and knows him to be the Attorney-In-Fact of said company; that the signature of the said Colette R. Chisholm subscribed to the within instrument is in the genuine handwriting of the said Colette R. Chisholm and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Vishnu Chaitoo .

VISHNU CHAITOO
Notary Public - State of New York
No. 01CH6383706
Qualified in Queens County
Commission Expires November 26, 2026

Vishnu Chaitoo
Notary Public

NO TEXT ON THIS PAGE

POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: [redacted]

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Camille Maitland; Colette R. Chisholm; Dana Granice; Desiree Cardlin; George O. Brewster; Gerard S. Macholz; Karolynne Ramirez; Katherine Acosta; Lee Ferrucci; Louis J. Spina; Michelle Wannamaker; Nelly Renchiwich; Peter F. Jones; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh

all of the city of Uniondale state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of August, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

NO TEXT ON THIS PAGE

FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2024

Assets		Liabilities	
Cash and Bank Deposits	$4,608,826,756.00	Unearned Premiums	$9,890,896,878.00
*Bonds – U.S Government	$4,281,375,446.74	Reserve for Claims and Claims Expense	$29,467,071,865.00
*Other Bonds	$21,566,489,527.26	Funds Held Under Reinsurance Treaties	$341,948,172.00
*Stocks	$15,589,644,012.00	Reserve for Dividends to Policyholders	$954,025.00
Real Estate	$86,497,925.00	Additional Statutory Reserve	$150,547,865.00
Agents' Balances or Uncollected Premiums	$7,512,975,129.00	Reserve for Commissions, Taxes and Other Liabilities	$5,049,906,410.00
Accrued Interest and Rents	$225,249,712.00	**Total**	**$47,104,416,171.00**
Other Admitted Assets	$19,367,663,200.00	Special Surplus Funds	$174,153,086.00
		Capital Stock	$10,000,075.00
		Paid in Surplus	$13,209,595,772.00
		Unassigned Surplus	$13,415,980,561.00
		Surplus to Policyholders	$27,435,067,490.00
Total Admitted Assets	**$74,539,483,661.00**	**Total Liabilities and Surplus**	**$74,539,483,661.00**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

LMS-1262/LMIC

NO TEXT ON THIS PAGE

CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

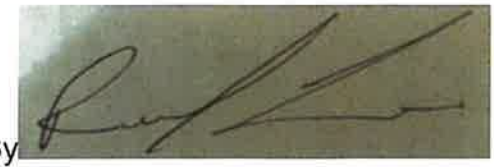
Liberty Mutual Insurance Company
of Boston, Massachusetts

a corporation organized under the laws of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $27,256,288,214. (Capital $10,000,000), as is shown by its sworn financial statement for the quarter ending, September 30, 2024, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 20th day of February 2025.

Adrienne A. Harris
Superintendent

By 

Rawle Lewis
Special Deputy Superintendent

NO TEXT ON THIS PAGE

PROPOSAL
To the County of Nassau
MERRICK ROAD REHABILITATION PHASE 1

Contract No. H61126-68G1

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Advertisement for Bids and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the plans and specifications for the amount named in the proposal hereinafter described.

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: Posillico Civil, Inc.
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 1750 New Highway, Farmingdale, NY 11735

Telephone: 631 249-8124 Date: 8/18/25

FAX Tele: 631 249-1872 E-Mail: _____

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: NEW YORK

Name of President: Joseph K. Posillico CEO/President

President's Domicile: 126 Waters Edge, Jupiter, FL 33477

Name of Vice Pres: See attached list

Vice Pres's Domicile: _____

Corporate Officer: Michael J. Posillico Title: _____

Corporate Officer's Domicile: 1000 South Point Drive, Apt.1507, Miami Beach, FL 3313

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

LIST OF PRINCIPAL OFFICERS 2025

*JOSEPH K. POSILLICO – CEO/PRESIDENT

*MICHAEL J. POSILLICO – EXECUTIVE VICE PRESIDENT/SECRETARY

RICHARD NOTA – CFO/TREASURER

ANTHONY C. EVANGELISTA, P.E. – SR. VICE PRESIDENT/CHIEF ENGINEER

MICHAEL J. TROTTA – VICE PRESIDENT/CHIEF ESTIMATOR

MICHAEL PERCIBALLI – VICE PRESIDENT, ENVIRONMENTAL DIVISION

FRED W. LOCHER – VICE PRESIDENT, PURCHASING

THOMAS SPATAFORA, SR. – VICE PRESIDENT, SALES & MARKETING

FRANK FRANZINI – VICE PRESIDENT, RISK MANAGEMENT

CHARLES A FORTE, JR. – VICE PRESIDENT, PAVING DIVISON MANAGER

LISA DIPPEL – VICE PRESIDENT, HUMAN RESOURCES

DAVID SPOSITO, P.E. – VICE PRESIDENT, NYC DIVISION MANAGER

THOMAS CASSIDY – VICE PRESIDENT, BUSINESS DEVELOPMENT

NOELLE ANDREASSEN – VICE PRESIDENT/CONTROLLER

DANIELLE VOLPE, VICE PRESIDENT, GENERAL COUNSEL

ALAN DAVIS – VICE PRESIDENT/OPERATIONS SUPPORT
[redacted]

LARRY GILLMAN – SR. VICE PRESIDENT/COO
[redacted]

ROBERT REIFENHEISER – VICE PRESIDENT, UTILITY DIVISION
[redacted]

PAUL HUFFER, VICE PRESIDENT, LI CIVIL DIVISION
[redacted]

WILLIAM LEPAGE – VICE PRESIDENT, DIRECTOR HEALTH & SAFETY
[redacted]

LEE KAPLAN – VICE PRESIDENT/TEXAS DIVISION MANAGER
[redacted]

**Members of Board of Director/Shareholders with interest exceeding 5%*

NO TEXT ON THIS PAGE

The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.

3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach, the contractor shall be required to have such a license.

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
203.02	220	CY	UNCLASSIFIED EXCAVATION AND DISPOSAL	FOR: Six HUNDRED DOLLARS AND ZERO CENTS	600.00	132,000.00
203.07 *	100	CY	SELECT GRANULAR FILL	FOR: FIFTY DOLLARS AND ZERO CENTS	50.00	5,000.00
206.0201*	25	CY	TRENCH AND CULVERT EXCAVATION	FOR: FIFTY DOLLARS AND ZERO CENTS	50.00	1,250.00
206.05	25	EA	TEST PIT EXCAVATION	FOR: EIGHT HUNDRED DOLLARS AND ZERO CENTS	800.00	20,000.00
209.11010024	220	EA	TEMPORARY CATCH BASIN INSERTS TRASH, SEDIMENT AND DEBRIS REMOVAL	FOR: THREE HUNDRED DOLLARS AND ZERO CENTS.	300.00	66,000.00
304.00010018	57,814	SF	FINE GRADING OF EXISTING SUBBASE	FOR: ONE DOLLAR AND ZERO CENTS.	1.00	57,814.00
304.10119917*	70	CY	SUBBASE COURSE, TYPE 1011-2	FOR: FIFTY DOLLARS AND ZERO CENTS	50.00	3,500.00
404.0001**	240	QU	PLANT PRODUCTION QUALITY ADJUSTMENT TO ASPHALT ITEMS	FOR: ONE HUNDRED DOLLARS ZERO CENTS ONE HUNDRED DOLLARS AND ZERO CENTS.	$100.00	$24,000.00

NO TEXT ON THIS PAGE

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
404.0189	1,000	TN	TRUING & LEVELING F9, ASPHALT, 80 SERIES COMPACTION	FOR: ONE HUNDRED TEN DOLLARS AND ZERO CENTS	110.00	110,000.00
404.0981	4,913	TN	9.5 F1 TOP COURSE ASPHALT, 80 SERIES COMPACTION	FOR: ONE HUNDRED TEN DOLLARS AND ZERO CENTS	110.00	540,430.00
404.3789	457	TN	37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION	FOR: THREE HUNDRED NINETY DOLLARS AND ZERO CENTS.	390.00	178,230.00
407.0102	2,000	GAL	DILUTED TACK COAT	FOR: FIFTEEN DOLLARS AND ZERO CENTS	15.00	30,000.00
418.7603	29,030	LF	ASPHALT PAVEMENT JOINT ADHESIVE	FOR: ZERO DOLLARS AND SIXTY CENTS	0.60	17,418.00
490.10	36,009	SY	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE	FOR: SIX DOLLARS AND ZERO CENTS.	6.00	216,054.00
490.30	2,853	SY	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	FOR: SIX DOLLARS AND ZERO CENTS	6.00	17,118.00
502.10010018	1	LS	PORTLAND CEMENT CONCRETE PAVEMENT REPAIR EVALUATION AND MARK-OUT	FOR: FIFTEEN THOUSAND DOLLARS AND ZERO CENTS.	15,000.00	15,000.00

NO TEXT ON THIS PAGE

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
502.31010018	6,424	SY	FULL-DEPTH PORTLAND CEMENT CONCRETE (PCC) LIFT-OUT	FOR: NINETY DOLLARS AND ZERO CENTS.	90.00	578,160.00
502.32010010	9,229	EA	DRILL AND ANCHOR DOWELS FOR FULL-DEPTH PORTLAND CEMENT CONCRETE PAVEMENT REPAIRS	FOR: TEN DOLLARS AND ZERO CENTS	10.00	92,290.00
502.36130018	1,487	CY	PORTLAND CEMENT CONCRETE (PCC) PLACEMENT FOR FULL-DEPTH PAVEMENT REPAIRS	FOR: ONE THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS	1,100.00	1,635,700.00
502.37010018	8,200	LF	TRANSVERSE JOINTS	FOR: ZERO DOLLARS AND FIFTY CENTS	0.50	4,100.00
502.38010018	6,952	LF	LONGITUDINAL JOINTS	FOR: ZERO DOLLARS AND FIFTY CENTS	0.50	3,476.00
502.44200018	4,500	SF	PCC PAVEMENT PARTIAL DEPTH REPAIRS USING RAPID SETTING CONCRETE REPAIR MATERIAL - SAW CUTTING METHOD	FOR: ONE HUNDRED TWENTY DOLLARS AND ZERO CENTS	120.00	540,000.00
502.90010018	50,000	LF	CLEAN AND FILL CRACKS AND JOINTS IN PORTLAND CEMENT CONCRETE(PCC) PAVEMENT, ASTM D 6690 TYPE IV	FOR: EIGHT DOLLARS AND NINETY FIVE CENTS	8.95	447,500.00
502.9210*	17,700	LF	SEALING TRANSVERSE JOINTS - HIGHWAY JOINT SEALANT	FOR: EIGHT DOLLARS AND NINETY FIVE CENTS	8.95	158,415.00

NO TEXT ON THIS PAGE

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
502.9310*	20,500	LF	SEALING LONGITUDINAL JOINTS - HIGHWAY JOINT SEALER	FOR: EIGHT DOLLARS AND NINETY FIVE CENTS	8.95	183,475.00
505.0102	800	SY	BUMP GRINDING - PCC WITH SLURRY REMOVAL	FOR: FORTY DOLLARS AND ZERO CENTS	40.00	32,000.00
505.0402	110,000	SY	PRODUCTION DIAMOND GRINDING - PAVEMENT PRESERVATION WITH SLURRY REMOVAL	FOR: Fifteen dollars & zero cents	15,00	1,650,000.00
520.05000010	1,096	LF	SAW CUTTING PORTLAND CEMENT CONCRETE AND COMPOSITE PAVEMENTS	FOR: FOUR DOLLARS AND SEVENTY FIVE CENTS	4.75	5,206.00
520.09000010	1,009	LF	SAW CUTTING ASPHALT CONCRETE	FOR: THREE DOLLARS AND ZERO CENTS	3.00	3,027.00
604.071001	5	EA	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES	FOR: THREE THOUSAND DOLLARS AND ZERO CENTS	3,000.00	15,000.00
604.07200110	150	EA	SETTING NEW DRAINAGE FRAMES ON EXISTING DRAINAGE STRUCTURES	FOR: EIGHT HUNDRED DOLLARS AND ZERO CENTS	800.00	120,000.00
604.07210110	14	EA	RESETTING EXISTING DRAINAGE FRAMES ON EXISTING DRAINAGE STRUCTURES	FOR: TWOTHOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS	2,500.00	35,000.00

NO TEXT ON THIS PAGE

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
604.07290010	124	SF	REPAIR WALLS OF EXISTING DRAINAGE STRUCTURES	FOR: ONE HUNDRED FIFTY DOLLARS & ZERO CENTS	$150.00	$18,600.00
608.0101*	25	CY	CONCRETE SIDEWALKS AND DRIVEWAYS	FOR: TWO THOUSAND ONE HUNDRED DOLLARS & ZERO CENTS	$2,100.00	$52,500.00
608.01050010	90	CY	CONCRETE SIDEWALKS-UNREINFORCED (GRADING INCLUDED)	FOR: ONE THOUSAND NINE HUNDRED DOLLARS & ZERO CENTS	$1,900.00	$171,000.00
608.01050109	7	EA	CURB RAMP CONFIGURATION TYPE 1	FOR: SIX THOUSAND FOUR HUNDRED FIFTY DOLLARS & ZERO CENTS	$6,450.00	$45,150.00
608.01050209	7	EA	CURB RAMP CONFIGURATION TYPE 2	FOR: SIX THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS & ZERO CENTS	$6,725.00	$47,075.00
608.01050309	12	EA	CURB RAMP CONFIGURATION TYPE 3	FOR: SEVEN THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS & ZERO CENTS	$7,875.00	$94,500.00
608.01050409	38	EA	CURB RAMP CONFIGURATION TYPE 4	FOR: EIGHT THOUSAND ONE HUNDRED DOLLARS & ZERO CENTS	$8,100.00	$307,800.00
608.01050709	6	EA	CURB RAMP CONFIGURATION TYPE 7	FOR: NINE THOUSAND EIGHT HUNDRED FIFTY DOLLARS & ZERO CENTS	$9,850.00	$59,100.00

NO TEXT ON THIS PAGE

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
608.01050809	4	EA	CURB RAMP CONFIGURATION TYPE 8	FOR: SEVEN THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS & ZERO CENTS	$7,725.00	$30,900.00
608.01050909	2	EA	CURB RAMP CONFIGURATION TYPE 9	FOR: SEVEN THOUSAND ONE HUNDRED FIFTY DOLLARS & ZERO CENTS	$7,150.00	$14,300.00
608.01051009	14	EA	CURB RAMP CONFIGURATION TYPE 10	FOR: SIX THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS & ZERO CENTS	$6,975.00	$97,650.00
608.01051309	2	EA	CURB RAMP CONFIGURATION TYPE 13	FOR: SIX THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS & ZERO CENTS	$6,625.00	$13,250.00
608.01051409	1	EA	CURB RAMP CONFIGURATION TYPE 14	FOR: SIX THOUSAND FIVE HUNDRED SEVENTY FIVE DOLLARS & ZERO CENTS	$6,575.00	$6,575.00
608.020102*	10	TON	ASPHALT SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS,AND VEGETATION CONTROL STRIPS	FOR: TWO HUNDRED SEVENTY DOLLARS & ZERO CENTS	$270.00	$2,700.00
608.03040008*	10	SY	REMOVE , STORE AND RESET CONCRETE BLOCK PAVERS	FOR: TWO HUNDRED SEVENTY DOLLARS & ZERO CENTS	$270.00	$2,700.00
609.04*	2,025	LF	CAST-IN-PLACE CONCRETE CURB (AS DETAILED)	FOR: ~~NINETY FIVE DOLLARS & ZERO CENTS~~ (MJT) EIGHTY DOLLARS & ZERO CENTS	~~$ 95.00~~ (MJT) $ 80.00	~~$142,375.00~~ (MJT) $162,000.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, NY
Bid Sheets for Contract: H61126-68G1

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
609.05*	485	LF	CAST-IN-PLACE CONCRETE CURB & GUTTER (AS DETAILED)	FOR: NINETY DOLLARS & ZERO CENTS	$90.00	$43,650.00
610.1403*	70	CY	TOPSOIL-LAWNS	FOR: NINETY EIGHT DOLLARS & ZERO CENTS	$98.00	$6,860.00
611.0161	68	EA	PLANTING - MAJOR DECIDUOUS TREES - 2 1/2 INCH CAL., BALL & BURLAP, FIELD POTTED OR FIELD BOXED	FOR: ONE THOUSAND TWO HUNDRED DOLLARS & ZERO CENTS	$1,200.00	$81,600.00
614.060104	7	EA	TREE REMOVAL OVER 4 INCHES TO 6 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED	FOR: EIGHT HUNDRED FIFTY DOLLARS & ZERO CENTS	$850.00	$5,950.00
614.060204	3	EA	TREE REMOVAL OVER 6 INCHES TO 12 INCHES DIAMETER BREAST HEI GHT - STUMPS GRUBBED	FOR: TWO THOUSAND DOLLARS & ZERO CENTS	$2,000.00	$6,000.00
614.060304	1	EA	TREE REMOVAL OVER 12 INCHES TO 18 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED	FOR: TWO THOUSAND FIVE HUNDRED DOLLARS & ZERO CENTS	$2,500.00	$2,500.00
619.01	1	LS	BASIC WORK ZONE TRAFFIC CONTROL	FOR: one ~~thousand~~ million four hundred twenty five thousand dollars & zero cents MJT	1,425,000.00	1425,000.00
619.0901	59,800	LF	TEMPORARY PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT)	FOR: ZERO DOLLARS & THIRTY SIX CENTS	$0.36	$21,528.00

NO TEXT ON THIS PAGE

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
619.0904	640	LF	TEMPORARY PAVEMENT MARKINGS STRIPES (REMOVABLE WET REFLECTIVE TAPE)	FOR: THREE DOLLARS & NINETY CENTS	$3.90	$2,496.00
619.110511	4	EA	(PVMS) STANDARD SIZE - FULL MATRIX (LED) NO OPTIONAL EQUIPMENT SPECIFIED, NO CELLULAR COMMUNICATIONS	FOR: SIX THOUSAND SEVEN HUNDRED DOLLARS & ZERO CENTS	$6700.00	$26,800.00
621.03	22,500	LF	CLEANING CLOSED DRAINAGE SYSTEMS	FOR: FIVE DOLLARS & ZERO CENTS	$5.00	$112,500.00
621.04	282	EA	CLEANING DRAINAGE STRUCTURES	FOR: EIGHT HUNDRED EIGHTY DOLLARS & ZERO CENTS	$880.00	$248,160.00
625.01	1	LS	SURVEY OPERATIONS	FOR: TWENTY FIVE THOUSAND DOLLARS & ZERO CENTS	$25,000.00	$25,000.00
633.12	1	LS	CLEANING, SEALING AND/OR FILLING CRACKS	FOR: FORTY THOUSAND DOLLARS & ZERO CENTS	$40,000.00	$40,000.00
633.1401	100	SY	REMOVAL AND REPAIR OF DETERIORATED ASPHALT PAVEMENT LESS THAN OR EQUAL TO 4 SQUARE YARDS	FOR: ONE HUNDRED TWENTY DOLLARS & ZERO CENTS	$120.00	$12,000.00
633.05050208	1	LS	REMOVE TRANSVERSE AND LONGITUDINAL JOINT SEALERS, CLEAN AND FILL JOINTS AND CRACKS IN PORTLAND CEMENT CONCRETE PAVEMENT	FOR: FORTY THOUSAND DOLLARS & ZERO CENTS	$40,000.00	$40,000.00

NO TEXT ON THIS PAGE

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
635.0103	80,000	LF	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES	FOR: no dollars + eighty five cents	0.85	68,000.00
635.0303	111	EA	CLEANING AND PREPARATION OF PAVEMENT SURFACES - SYMBOLS	FOR: sixty five dollars + no cents	65.00	7,215.00
637.13	21	MO	ENGINEER'S FIELD OFFICE - TYPE 3	FOR: three thousand dollars + no cents	3,000.00	63,000.00
639.210053	1	LS	CRITICAL PATH METHOD (CPM) PROGRESS SCHEDULE WITH MONTHLY UPDATES (MIN BID $30,000)	FOR: thirty thousand dollars + no cents	30,000.00	30,000.00
647.31	40	EA	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)	FOR: Seven hundred twenty two dollars + no cents	722.00	28,880.00
655.05020010	80	EA	FRAMES AND COVERS FOR SANITARY SEWER MANHOLES	FOR: one thousand ~~dollars~~ MJT two hundred forty dollars + no cents	1,240.00	99,200.00
655.07030010	25	EA	CAST FRAME F3, WITHOUT CURB BOX AND WITH RETICULINE GRATE G3	FOR: one thousand three ~~dollars~~ MJT hundred eighty dollars + no cents	1,380.00	34,500.00
655.0706	126	EA	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & RETICULINE GRATE G3	FOR: one thousand Seven hundred thirty five dollars + no cents	1735.00	218,610.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, NY
Bid Sheets for Contract: H61126-68G1

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
655.1202	50	EA	MANHOLE FRAME AND COVER	FOR: Six hundred Sixty dollars & no cents	660.00	33,000.00
655.15100010	5	EA	FURNISH AND REPLACE CAST IRON CURB BOXES	FOR: Two thousand thirty dollars & no cents	2,030.00	10,150.00
663.33*	5	EA	ADJUST EXISTING VALVE BOX ELEVATION	FOR: one hundred forty dollars & no cents	140.00	700.00
680.54	885	LF	INDUCTANCE LOOP INSTALLATION	FOR: thirty five dollars & no cents	35.00	30,975.00
680.72	2,086	LF	INDUCTANCE LOOP WIRE	FOR: two dollars & fifty cents	2.50	5215.00
685.03120018	35	EA	RAISED REFLECTORIZED SNOWPLOWABLE PAVEMENT MARKERS (TWO-WAY YELLOW)	FOR: one hundred ninety five dollars & no cents	195.00	6,825.00
685.072001NA	80,300	LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES - 20 MILS (TRIPLE DROP)	FOR: one dollar & five cents	1.05	84,315.00
685.072002NA	21	EA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT LETTERS - 20 MILS (TRIPLE DROP)	FOR: two hundred forty five dollars & no cents	245.00	5,145.00

NO TEXT ON THIS PAGE

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
685.072003NA	90	EA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT SYMBOLS - 20 MILS (TRIPLE DROP)	FOR: Two hundred forty five dollars + no cents	245.00	22,050.00
685.072004NA	1,350	LF	HIGHLY REFLECTORIZED WHITE EPOXY CROSS HATCHING - 20 MILS (TRIPLE DROP)	FOR: two dollars + five cents	2.05	2767.50
685.072005NA	9,000	LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES (SPECIAL MARKINGS) - 20 MILS (TRIPLE DROP)	FOR: Two dollars + seventy five cent	2.75	24,750.00
685.072006NA	63,210	LF	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES - 20 MILS (TRIPLE DROP)	FOR: One dollar + five cents	1.05	66,370.50
685.072007NA	3	LF	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES (CROSS HATCHING) - 20 MILS (TRIPLE DROP)	FOR: Two dollars + ten cents	2.10	6.30
685.072009NA	3	EA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT YIELD LINE SYMBOLS -LARGE - 20 MILS (TRIPLE DROP)	FOR: One hundred thirty five dollars + no cents	135.00	405.00
697.03**	328,000	DC	FIELD CHANGE PAYMENT	FOR: ONE DOLLARS ZERO CENTS one dollar + no cents	$1.00 MIT	$328,000.00
698.04**	2,275	DC	ASPHALT PRICE ADJUSTMENT	FOR: ONE DOLLARS ZERO CENTS One dollar + no cents	$1.00	$2,275.00

NO TEXT ON THIS PAGE

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
698.05**	5,400	DC	FUEL PRICE ADJUSTMENT	FOR: ONE DOLLARS ZERO CENTS one dollars — no cents	$1.00	$5,400.00
698.06**	100	DC	STEEL/IRON PRICE ADJUSTMENT	FOR: ONE DOLLARS ZERO CENTS one dollar — no cents	$1.00	$100.00
699.040001	1	LS	MOBILIZATION	FOR: four hundred fifty three Thousand, Six hundred thirty four dollars ~~and forty five~~ cents MJT	453,634.45	453,634.45

*CONTINGENCY
**FORCE BID

TOTAL BID IN NUMBERS: # 11,794,495.75

TOTAL BID IN WORDS: Eleven Million, Seven hundred Ninety Four Thousand, Four Hundred Ninety Five dollars and Seventy five cents

NO TEXT ON THIS PAGE

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
ACTING COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: Posillico Civil, Inc.

Contract Title: Merrick Road Rehabilitation Phase 1

Contract Number: H61126-68G1

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

Signature

8/18/25
Date

Michael J. Trotta, VP
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Posillico
Address (street/city/state/zip code):	1750 New Highway Farmingdale, NY 11735
Authorized Representative (name/title):	Christopher Mauro Purchasing Manager
Authorized Signature:	
Contract Number:	H61126-68G1
Contract/Project Name:	Merrick Road Rehab
Contract/Project Description:	Merrick Road Rehab

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	~12,000,000		
Total MBE Dollar Amount	250,000	MBE Contract Percentage	2.1 %
Total WBE Dollar Amount	500,000	WBE Contract Percentage	4.2 %
Total SDVOB Dollar Amount	0	SDVOB Contract Percentage	0
Total Combined M/WBE/SDVOB Dollar Amount	~750,000	Combined M/WBE/SDVOB Contract Percentage	6.3 %

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: John Martinez Trucking Address: 112 Florida st City: Farmingdale State/Zip Code: NY 11735 Authorized Representative: Joe Sullo Telephone No. 631-414-7770	Trucking	Amount ($): + 250,000 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Nassau County DPW
Page 4 of 5
H01120-08C1

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Island Pavement Cutting Address: 31 Cleveland Ave City: Bayshore State/Zip Code: NY 11706 Authorized Representative: Marissa Oneil Telephone No. 631-567-2711	Sawcutting	Amount ($): $500,000 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Nassau County DPW
Page 75 of 380
H01120-0003

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

POLICY/PROCEDURE TITLE: Nassau County Vendor Code of Ethics	DATE ISSUED: June 5th, 2019
DEPARTMENT ISSUING: Executive – Compliance	AUTHORIZED and SIGNED BY: Deputy County Executive For Compliance County Executive

POLICY: The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.

PURPOSE: To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.

SCOPE: All vendors doing business or seeking to do business with Nassau County as specified in the Code.

TABLE OF CONTENTS

Chapter 1: DEFINITIONS

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

Section 3.02 Personal Relationships

Section 3.03 Contingent Fees

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Section 4.02 Restrictions Post Award

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Section 5.02 Personal Business Dealings

Section 5.03 Disclosure and Cooperation

Section 5.04 Confidential Information

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Section 6.02 Appearance Before Former Agency-Life Time Bar

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

Section 7.02 Non-Communication of Bid

Section 7.03 Bid Submission

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

Section 8.02 Vendor Certifications

Section 8.03 Subcontractor Certifications

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

Section 9.02 Civil/Criminal Penalties

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Section 10.02 Reporting Material Changes

Section 10.03 Reporting Violations and Overpayments
Chapter 11: PROHIBITION ON RETALIATION
Section 11.01 Prohibition

Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,

services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business

with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is

not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific

procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or
(ii)30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.

The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a

violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.

Vendor Code of Ethics

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: Posillico Civil, Inc.

Bid/Proposal No.: H61126-68G1

I, Michael J. Trotta, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on July 18,2025 and that I understand it and will comply with this Code in my participation in procurements between Posillico Civil, Inc. (Vendor name) and Nassau County.

Executed this 18th day of AUGUST, 2025.

By _____ Signature of Employee

Michael J. Trotta, VP Name and Title of Employee

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: Posillico Civil, Inc.

TELEPHONE NUMBER: 631 249-1872

WORK SITE OR FACILITY NAME: Merrick Road Rehabilitation Phase 1

WORK SITE OR FACILITY ADDRESS OR OTHER IDENTIFYING DESCRIPTION: H61126-68G1

Signature 8/8/25 Date

Michael J. Trotta, VP

Print Name and Title of Signer

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. H61126-68G1

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
Posillico Civil, Inc. 1750 New Highway, Farmingdale, NY 11735 Federal ID No.: [redacted]	Merrick Road Rehab Phase 1 / H61126-68G1	8/19/25	$ 11,794,495.75

Indicate ANY work to be **self-performed** by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting N/A
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus N/A
- ☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors** will be used, please check this box [ ] ,skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventiliating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Hinck Electric 75 Orville Drive Bohemia, NY 11716 Federal ID No.	☐	☐	☑	Electrical	$ 29,641
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: _____ Title: Michael J. Trotta, Vice President Date: 8/18/25

NO TEXT ON THIS PAGE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael J. Trotta,VP

Name and Title of Authorized Representative

m/d/yy

Signature

8/18/25

Date

Posillico Civil, Inc.

Name of Organization

1750 New Highway, Farmingdale, NY 11735

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No _x_

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

Michael J. Trotta

Posillico Civil, Inc.

(Name of Business)

NO TEXT ON THIS PAGE

Appendix C:

Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b)

Offerer Certification:

Offerer affirms that it understands and agrees to comply with the procedures of the Government
Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: AUGUST 19,2025

Signature:

Name: Michael J. Trotta

Title: Vice President

Contractor Name: Posillico Civil, Inc.

Contractor Address: 1750 New Highway, Farmingdale, NY 11735

NO TEXT ON THIS PAGE

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

X **a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ **b. Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

8/18/25 — Signature/Date

Michael J. Trotta,VP — Print Name and Position

NO TEXT ON THIS PAGE

PROPOSAL: For all work in accordance with the drawings and specifications:

Posillico Civil, Inc.

(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number _____

Firm or Corporation's Federal ID Number [redacted]

Firm or Corporation's Municipal License ID Number _____

Municipal Licensing Agency _____

By: _____ Date: 8/18/25

(Print) Michael J. Trotta Title: Vice President

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: _____
Secretary

Michael J. Posillico

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 79 years

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 79 years

   b. as a Subcontractor 79 years

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
See attached list			

(use additional blank sheets if additional space is necessary)

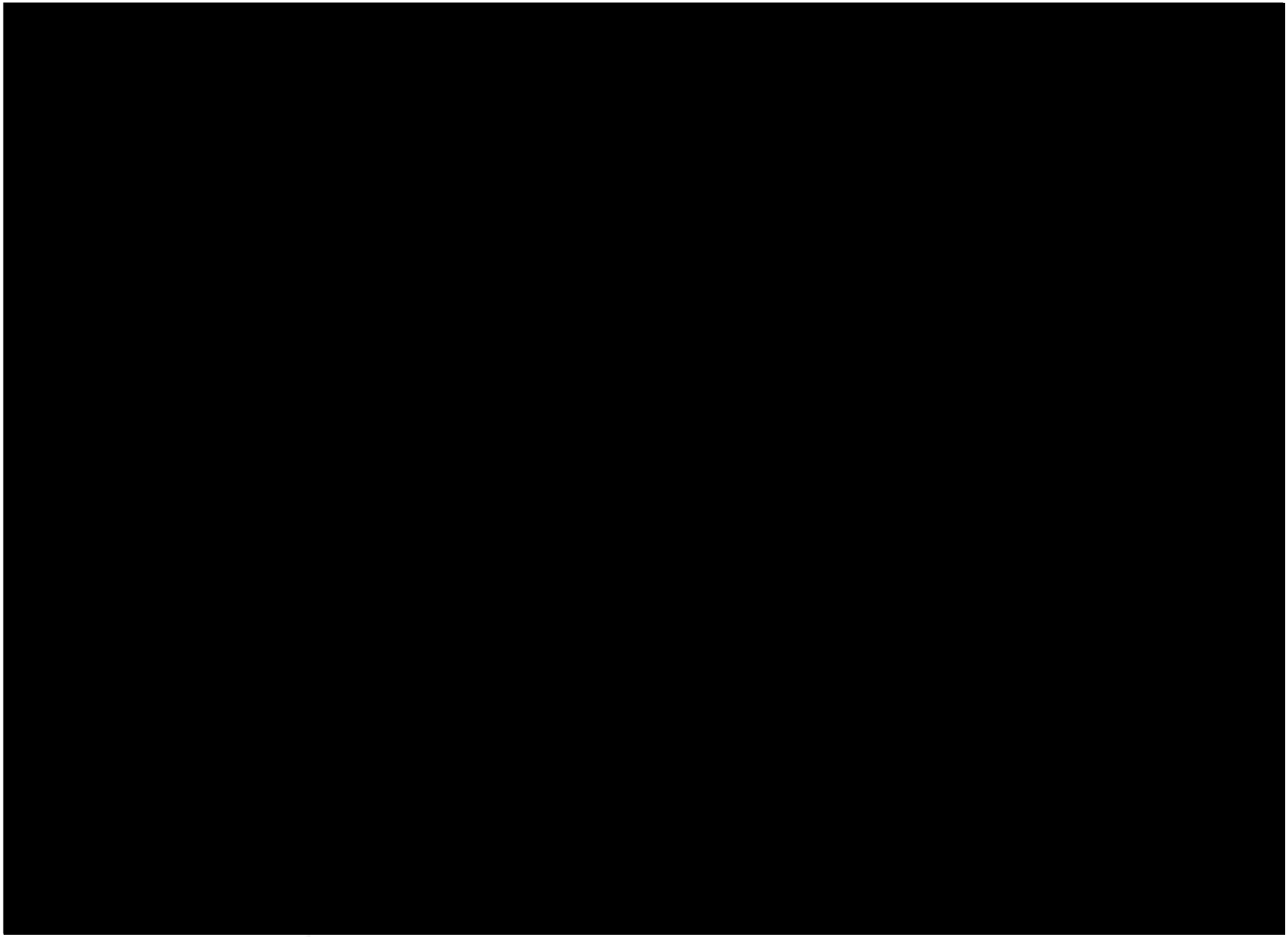
4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
See attached list			

(use additional blank sheets if additional space is necessary)

5. Have you:
   a. ever failed to complete any work awarded to You? NO
      If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
      If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions



CONFIDENTIAL FOR THE NASSAU COUNTY DEPARTMENT OF P
EXEMPT FROM DISCLOSURE UNDER FOIA/FOIL
RELEASE TO ANY THIRD PARTY ONLY UPON WRITTEN CONSENT

Project Name	Client Name	Client Contact - Name	Client Contact - Phone	Client Contact - Email	Client Contact - Address	Closed	Curr Contract Amt
[redacted]							

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? Typ NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

n/a

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

n/a

10. In what other lines of business are you financially interested?

Real Estate
Environmental, Services

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity

See Attached Resumes

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location

See Attached Equipement List

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

n/a

(use additional blank sheets if additional space is necessary)

JOSEPH K. POSILLICO

Posillico Civil, Inc.

Total Years of Experience
43

Years of Experience as President
20

Years of Experience as as CEO
17

Education
Graduate Classes in Management, Finance, and Business Law, St. John's University, 1983

BS Civil Engineering, Villanova University, 1981

Certificates/Affiliations
FMI Leadership Institute Program, 2009

Chi Epsilon National Honor Society, Member

Tau Beta Phi National Honor Society, Member

Boards
Member, Board of Directors, Associated General Contractors of New York State

Member, Board of Directors, Long Island Contractors Association

Member, Villanova University College of Engineering Advisory Board

President/CEO and Partner, 2004 – Present
CEO, 2007 – Present

A third generation Principal of the Posillico family organization, Joe carries the 75-year torch of innovation, providing governance that positions the Posillico family of companies at the forefront of the ACE Industry. He guides the development and management of the organization's annual strategic plan to advance the company's mission and objectives and to promote organizational growth, revenue, and profitability.

The Posillico family of companies works diligently to lead the industry in safety. He oversees company operations to ensure safety, efficiency, quality, service, and cost-effective management of resources.

President; 01/2004 – 09/2007: Oversaw the organization's project management and estimating functions across all divisions. He represented the company in negotiations with private and public corporations and clients. He led the organization and management of staff and company-wide informational meetings and communications.

Secretary; 04/1987 – 01/2004: Responsibilities included estimating and coordinating bids for public works projects, seeking out project opportunities with private firms and providing price quotations and negotiations, handling claims and change orders for ongoing and completed projects, management of the engineering department staff personnel and provided engineering support. Took charge of two construction projects for the Port Authority of New York and New Jersey at JFK International Airport. The projects involved relocating existing sanitary sewer and water facilities, installing and removing steel sheet piling, dewatering, constructing a 30-foot-deep sanitary sewer lift station, and installing underground tanks. The projects required intense planning and staging to minimize interruptions to airport operations, including a comprehensive safety program to protect employees and the public; in charge of two construction projects for the New York State Dept. of Transportation that involved the reconstruction of Route 495 in Huntington, NY [redacted] and the construction of Route 878 in Inwood, NY [redacted] Responsibilities included project scheduling, field supervision, project engineering, and negotiating change orders. The project included constructing a bridge over the LIRR and installing over 16,000 linear feet of underground sanitary and drainage pipe, 3,600 LF concrete box culverts, and 6,700 linear feet of 48-inch water main piping and appurtenances.

Prior Experience

Exxon Company, USA; May 1985 – March 1987

Terminal Superintendent: Supervisor of Exxon Co. USA's Everett, MA operation. Oil transfer facility. Responsibilities included supervising eight supervisory and 30 union employees, stewardship over a [redacted] operating and expense budget, coordinating plant maintenance and repair, participating in labor negotiations, and ensuring compliance with federal and local environmental regulations. Operations at the facility included handling over 10 million barrels of petroleum products per year, with shipment and receipt of this product via barge, pipeline, and tank truck.

Terminal Supervisor; 11/1983 – 02/1987: In charge of Exxon's oil transfer facility in Oceanside, NY. Developed and implemented a comprehensive safety program for the approximately 125 employees at Exxon's six oil terminals in the New York Metropolitan area.

Construction and Maintenance Engineer; 08/1981 – 10/1983: Oversaw the construction and modernization of Exxon's retail stations on Long Island, NY, including the replacement of underground tanks, the installation of vapor recovery systems, testing underground tanks, cleaning up oil lost from leaking underground tanks, routine maintenance and ensuring compliance with local safety and environmental regulations.

MICHAEL J. POSILLICO

Principal, Secretary, Chairman of the Board,
and Executive Vice President of Business Development, 1985-Present

Mr. Posillico has varied experience in civil, environmental, and development projects. He has worked with government agencies and owners in conjunction with many projects' construction, development, and remediation, including the NYSDOT, NYSDEC, NYCDEP, NJDEP USEPA, and other regional municipal agencies. In the past several years, he has combined this expertise to promote the clean-up and redevelopment of some of the most contaminated projects in our region.

2010 to Present: Mr. Posillico has developed many construction materials facilities, including many that recycle construction waste into reusable construction products. Over the past five years, Mr. Posillico has worked to develop and commission the world's largest soil wash plant that cleans contaminated soils at their Farmingdale, New York facility. He also reorganized business development strategies for companywide goals and individual business units. In 2012 he took on the role of chairman for the New York League of Conservation Voters Long Island Chapter. He restructured their platform to implement a new agenda throughout Long Island. Mr. Posillico is also spearheading a master redevelopment effort of a former quarry in Northern New Jersey.

2005 to 2010: Mr. Posillico formed two new companies, Posillico Development LLC, an organization formed to integrate operations, pool resources, and strategically invest in property development, and Posillico Consulting, LLC, a multi-disciplined Brownsfield redevelopment property management and development consulting service. He expanded Posillico Environmental's marine and mechanical capabilities, which now encompass dredging, synthetic bulkhead installation, sanitary treatment plant construction, and refurbishment. Mr. Posillico also led a re-branding effort for the Posillico companies to improve their recognition under one brand dedicated to setting the standard for excellence in the construction industry for completing complex projects safely, on time, and within budget.

1997 to 2004: Mr. Posillico worked on further expansion of thermally treated contaminated soil and dredge spoil recycling into a product known as "Poscrete." He has worked on significant environmental projects, including the completed dredging of Lake Capri in West Islip, NY, which involved challenging environmental dredging and processing of sediments and solids with a temporary processing plant. In addition, Mr. Posillico worked on developing a remedial SVE system at Northville's Holtsville terminal and affected area with ERM Northeast. Mr. Posillico focused on the re-development of environmentally challenged properties in addition to overseeing significant projects in Posillico Environmental, Inc. Major projects included the partnership in Glen Isle Development, a 50-acre national Brownsfield waterfront redevelopment site, redevelopment of the former Cibro Fuel Oil Terminal in Island Park, NY, and the clean-up of the former GTE and Sylvania site in Hicksville, NY.

1991 to 1996: The majority of Mr. Posillico's efforts were directed at developing a permit with the NYSDEC to thermally treat and recycle petroleum-contaminated soils at Posillico Brothers Asphalt in Farmingdale, N.Y. (Posillico Materials, LLC). During this period, Michael founded and developed the Blue Water Environmental, Inc. petroleum-contaminated soil business, which is now known as Posillico Environmental, Inc. Mr. Posillico expanded Blue Water Environmental, Inc. into other specialized remedial projects, including an expansive tunnel clean-up project for the Brooklyn Navy Yard Development Corp., shallow soil mixing of hazardous wastes for the NYSDEC at Dzus Fasteners in West Islip, NY, and the handling and disposal of

Posillico Civil, Inc.

Total Years of Experience
40

Years of Experience as Executive Vice President
16

Education
BS Civil Engineering, Clemson University, 1984

Current Titles and Affiliations
Senior Partner, Posillico, Inc.

New York State League of Conservation Voters, Board Member

Clemson University – Civil Engineering Department Advisory Board Member

Chi Epsilon National Civil Engineering Honor Society, Member

SUNY Farmingdale College Foundation, Honorary Member

New York League of Conservation Voters Long Island Chapter, Former Chairman

Gilda's Club of New York City Former Board Member

Vision Long Island, Former Board Member

dredge sediments from the installation of a cooling tunnel outfall at the Brooklyn Navy Yard.

1985 to 1991: Mr. Posillico was the project supervisor for NYSDOT. A nighttime reconstruction of the Long Island Expressway exits 52-57 and exits 32-39. [redacted] the reconstruction of Route 106/107 and the North Service Road in Syosset, NY. [redacted] rebuilding the force main and sewer system, Halesite, NY. [redacted] Mr. Posillico was the project manager for **the** reconstruction of the Northern State and Meadowbrook Parkways interchange and rebuilding of the intersection of Old Country Road and Glen Cove Road. The total value of both projects was over [redacted] which involved complex bridge reconstruction and highway detour routing.

Affiliation: Mr. Posillico and his partners formed The Posillico Foundation in 2004, donating their time and money to many regional charitable organizations. Mr. Posillico has served numerous charitable and foundation boards, including Farmingdale State College Foundation, where he served as Foundation President. Mr. Posillico is currently an honorary member of this foundation. He served as Chairman of the New York League of Conservation Voters Long Island Chapter and a Board Member of Gilda's Club New York. Mr. Posillico currently serves as a New York State League of Conservation Voters board member and an advisory board member for Clemson University Civil Engineering Department. He formally sat on the Board of Vision Long Island, a regional consortium of professional advocates that promotes "smart growth" in our region, focusing on improving housing, environmental, transportation, and economic development.

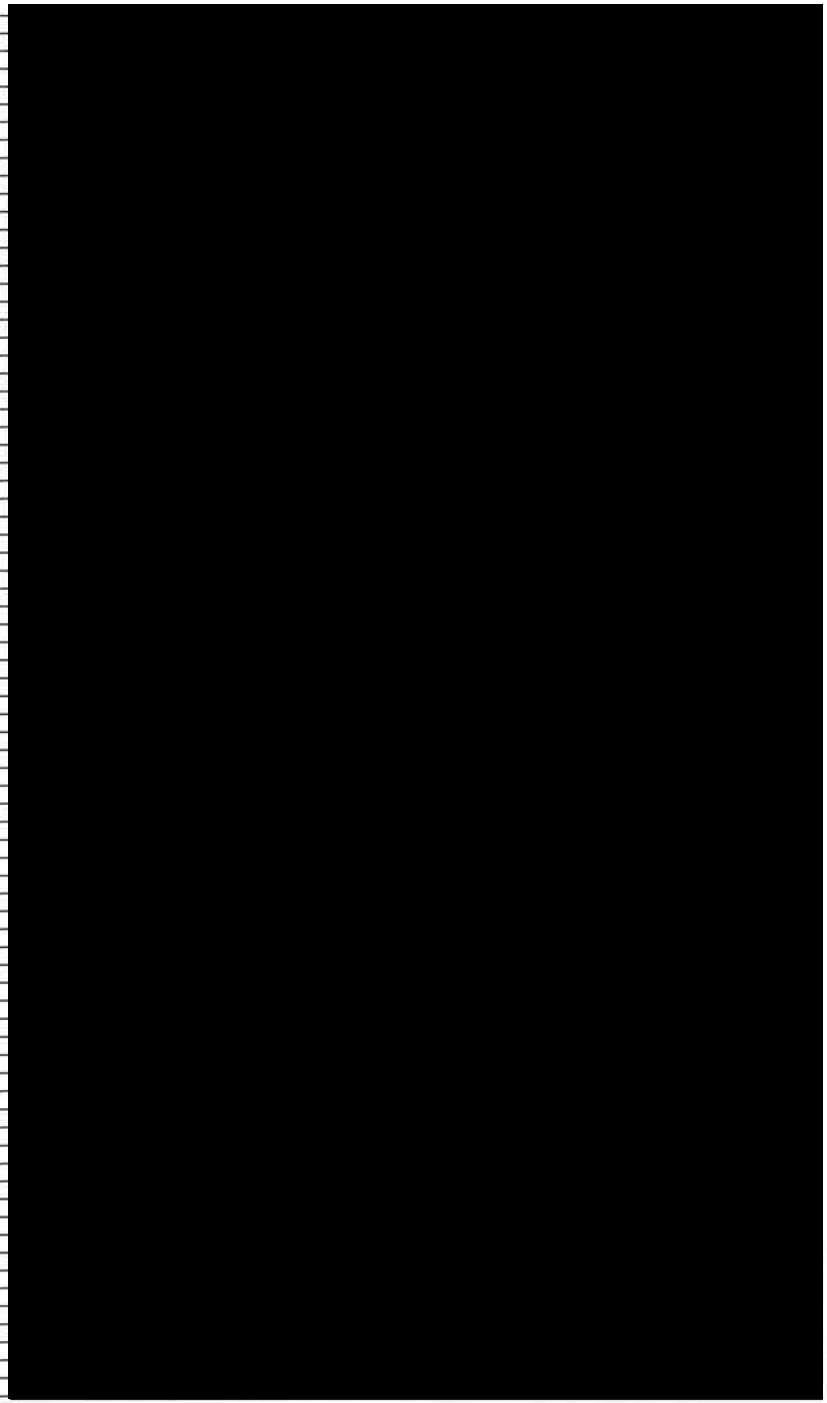
Equipment Code	Description	VIN/Serial #	Make	Model	Year	Age	Ownership Status
023	CAT Dozer D5GLGP						
024	Komatsu Dozer D21A8						
025	Komatsu Dozer D21P-7 LGP						
027	CAT Dozer D5GLGP						
028	CAT Dozer D3-12A LGP						
034	CAT Dozer D6K2LGP						
100	Ingersoll Rand Compressor185CFM						
1001	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
1003	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
1004	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
101	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
1029	McElroy Pipe Fusion Machine						
1041	E-Z Drill 2108-4 SRA Slab Rider						
1042	Allen 20' Triple Roller Tube Paver						
1043	Allen 24' Triple Roller Tube Paver						
1044	Allen SSE1222P Truss Screed						
106	John Deere Compressor 185CFM						
108	JLG 600AJ Articulating Boom Lift 60'						
110	Tadano Picker TR450XL4 45 Ton						
1101	Trimble Robotic Station 5^ 3"						
1104	JLG 1930ES Scissor Lift 19' Electric						
1105	Shearforce Ripper XR50						
1106	JLG 3246ES Electric Scissor Lift 32'						
1107	JLG 2030ES Electric Scissor Lift 20'						
1108	Skyjack 3219 Electric Scissor Lift 19'						
1109	JLG 3248RS Electric Scissor Lift 32'						
111	Cimolai 30 US Ton Rail-mounted Gantry Crane RGC 30						
112	Tadano Picker GR500XL						
113	Tadano Picker GR750XL4						
115	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
119	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
120	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
1200	Trimble Robotic Total Station						
1204	Geo XH Trimble #61000-00 GPS						
1205	Trimble Robotic Total Station						
1206	Trimble Robotic Total Station						
1207	Trimble SX10 1' Scanning Total Station with 3D Scanner						
1208	SX-12 Scanning Station						
122	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
124	Ingersoll Rand Compressor 375CFM						
125	Ingersoll Rand Compressor 185CFM						
127	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
129	Kaeser M58 210 CFM Utility T4 Air Compressor						
130	Kaeser M58 210 CFM Utility T4 Air Compressor						
133	Kaeser M58 210 CFM Utility T4 Air Compressor						
134	Kaeser M58 210 CFM Utility T4 Air Compressor						
135	Miller EnPak Air Compressor 175 PSI 60 CFM						
138	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
139	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
140	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
1400	Homesteader Utility Trailer						
1401	Freedom Safety Trailer Enclosed						
1402	Look Enclosed 6' X 10' V Nose Trailer						
141	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
142	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
143	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
144	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
145	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
146	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
147	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
148	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
149	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
150	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor						
1502	Wacker Double Drum Asphalt Compactor RD-12A						
1505	Ditch Witch RT16 Walk-Behind Trencher						
1506	Wacker Neuson RD12A-90 Tandem Asphalt Roller						
1507	Vermeer T755III Trencher						
1508	Trencor T10 Trencher						
151	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor						
152	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor						
153	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor						
1533	Solar Tech Full Matrix Message Board VMS						
1534	Solar Tech Full Matrix Message Board VMS						
1535	Solar Tech Full Matrix Message Board VMS						
1536	Solar Tech Full Matrix Message Board VMS						

1537	Solar Tech Full Matrix Message Board VMS
1538	Solar Tech Full Matrix Message Board VMS
1539	Solar Tech Full Matrix Message Board VMS
154	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
1540	Solar Tech Full Matrix Message Board VMS
1541	Solar Tech Full Matrix Message Board VMS
1542	Solar Tech Full Matrix Message Board VMS
1543	Solar Tech Full Matrix Message Board VMS
1544	Solar Tech Full Matrix Message Board VMS
1545	Solar Tech Full Matrix Message Board VMS
1546	Solar Tech Full Matrix Message Board VMS
1547	Solar Tech Full Matrix Message Board VMS
1548	Solar Tech Full Matrix Message Board VMS
1549	Solar Tech Full Matrix Message Board VMS
155	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
1550	Wanco Message Board
1551	Wanco Message Board
156	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
157	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
158	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
159	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
160	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
1601	Solar Tech Arrowboard Silent Sentinel
1602	Solar Tech Arrowboard Silent Sentinel
1604	Solar Tech Arrowboard Silent Sentinel
1605	Solar Tech Arrowboard Silent Sentinel
1606	Solar Tech Arrowboard Silent Sentinel
1607	Solar Tech Arrowboard Silent Sentinel
1610	Allmand Arrow Board Solar
1611	Allmand Arrow Board Solar
1617	Allmand Arrow Board Solar
162	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
163	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
1636	Solar Tech Arrow Board Solar
1637	Allmand Arrow Board Solar
164	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
1646	Allmand Arrow Board Solar
1647	Allmand Arrow Board Solar
1649	Allmand Arrow Board Solar
165	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
166	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor
167	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor
1673	Arrow Master Arrow Board
1675	Wanco WTSV-LSA Arrow-board trailer w/ 15-light display
1677	Wanco WTSV-LSA Arrow-board trailer w/ 15-light display
1678	Wanco WTSV-LSA Arrow-board trailer w/ 15-light display
1679	Wanco WTSV-LSA Arrow-board trailer w/ 15-light display
168	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor
1680	Wanco WTSV-LSA Arrow-board trailer w/ 15-light display
1681	Wanco WTSV-LSA Arrow-board trailer w/ 15-light display
1682	Wanco WTSV-LSA Arrow-board trailer w/ 15-light display
169	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor
170	Wacker Double Drum Asphalt Compactor RD-12A
1707	CAT CB4.0 Asphalt Roller
1708	CAT CB10-02A Tandem Vibratory Roller
1709	CAT CB10-02A Tandem Vibratory Roller
172	Ingersoll Rand Roller DD90HF
173	Volvo Roller DD90HF
174	Volvo Roller DD90HF
175	Dynapac Asphalt Roller CC1200
176	Sakai Walk Behind Roller
177	CAT CB24B Tandem Vibratory Roller
178	Sakai Walk Behind Roller
179	Weber CR8 MDM Plate Tamper
180	Weber CR7 CCD Plate Tamper
1804	Husqvarna FS7000D 42" Concrete Walk Behind Saw
1808	Husqvarna FS5000D 26" Concrete Walk Behind Saw
1809	Husqvarna FS5000D 30" Concrete Walk Behind Saw
182	Rotair D425T4F Tow-Behind Compressor
183	EDCO Walk Behind Saw
1900	Multiquip DLW-400ESA Welding Machine
1904	Multiquip Welder 400 AMP Dual
191	CAT CB34B Roller
1910	KOCO Compact Stud Welder
1911	Miller Welder 700 Amp
1912	Miller Trailblazer 302 Diesel Welder- Generator
1914	Miller Trailblazer 325 Diesel Welder - Generator

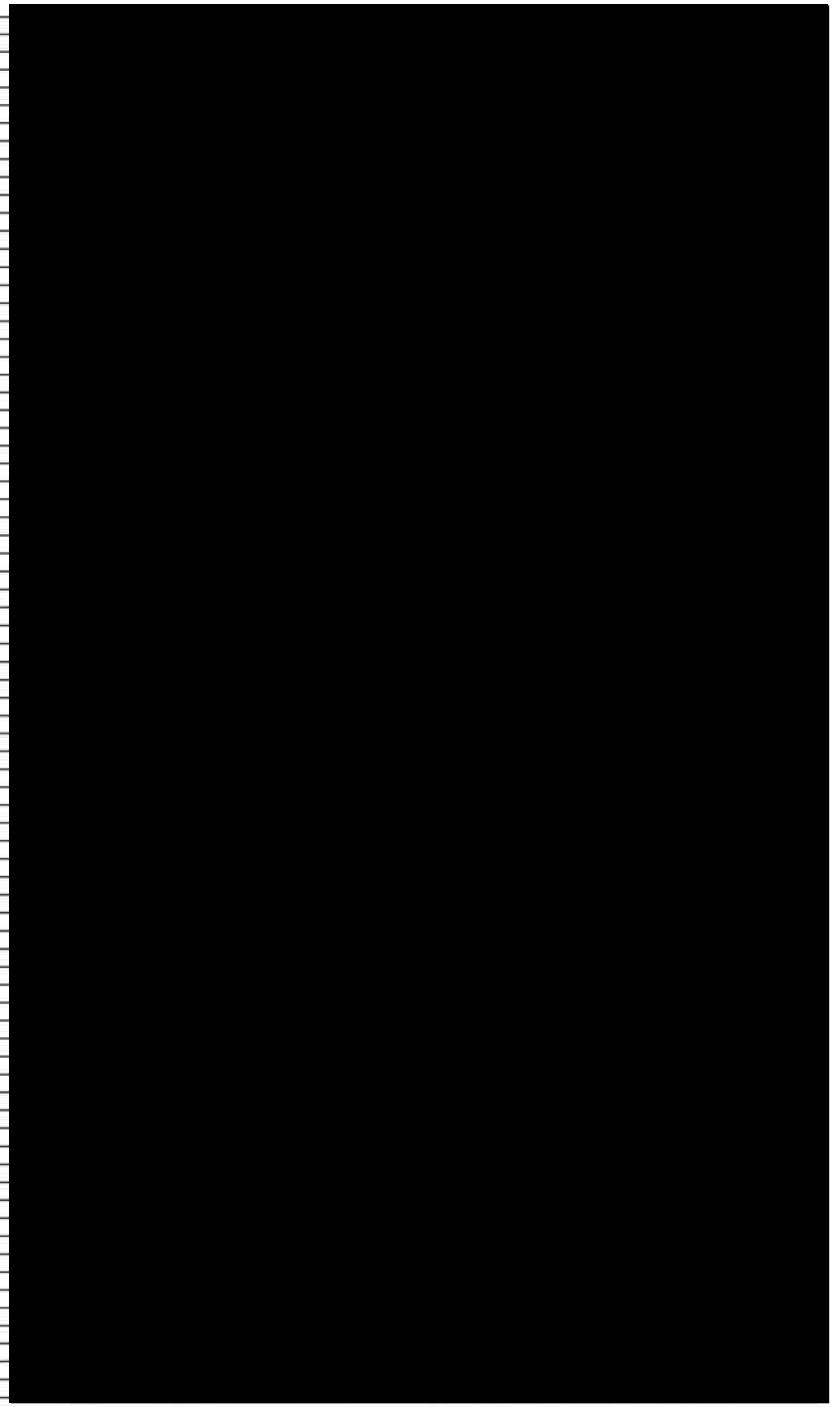
1918	Lincoln Electric TorchmateX 5x10 Plasma Cutting Table
192	Hyster Static Roller C340C
200	Kawasaki Mule
2001	Titan Track Mobile
201	Kawasaki Mule
204	Hyster H50FT Forklift
205	Bobcat Skid Steer S100
206	Mitsubishi FG25N 5,000 LB. Dual Fuel GAS/LPG Forklift
2102	Toyota 8,000lb Diesel Forklift
2103	Mitsubishi FG25N 5,000 LB. Dual Fuel GAS/LPG Forklift
2104	Toyota 6,500lb Diesel Forklift
212	CAT Track Skid Steer 299D
213	Ingersoll Rand Forklift Plant
215	CAT Skid Steer Loader 272D2 XHP W/ Cold Planer
216	JCB 940-4 8,000 LB Rough Terrain Forklift
217	John Deere 331G Compact Track Loader
218	Volvo RT Excavator EW210D
219	CAT Excavator 320E LRR
220	John Deere 333G Compact Track Loader
2201	John Deere 330G Skid Steer
2202	John Deere 330G Skid Steer
2203	CAT 272D3XE Skid Steer w/ Cold Planer
221	Volvo RT Excavator EW210C
222	Volvo RT Excavator EW210C
223	Volvo RT Excavator EW210C
228	CAT 259D Compact Track Loader
229	CAT 259D Compact Track Loader
233	CAT M316F Wheeled Excavator
234	John Deere 50G Compact Excavator
235	John Deere 60G Compact Excavator
236	John Deere 85G Compact Excavator
237	John Deere 245G LC Excavator
240	John Deere 345G LC Excavator
245	John Deere 345G LC Excavator
246	CAT Excavator 308E
247	CAT Excavator 308E
251	CAT Excavator 320E LRR
252	CAT RT Excavator M322F
253	CAT RT Excavator M322F
262	CAT Excavator 303.5E
266	CAT Excavator 320E LRR
267	Volvo ECR28 Compact Excavator
269	Volvo ECR58D Compact Excavator
270	Volvo ECR88D Compact Excavator
273	John Deere 245G LC Excavator
274	CAT 349F L Hydraulic Excavator
275	Volvo ECR88D Compact Excavator
276	John Deere 245G LC Excavator
277	John Deere 245G LC Excavator
278	CAT 349F L Hydraulic Excavator
279	John Deere 245G LC Excavator
284	John Deere 50G Compact Excavator
285	John Deere 60G Compact Excavator
286	Hitachi ZX135 Mid-Size Excavator
288	CAT 308 Excavator
289	CAT M316F Wheeled Excavator
290	CAT M322F Wheeled Excavator
2900	McElroy Fusion Machine 12"
2901	McElroy Fusion Machine 8"
2902	McElroy Fusion Machine 8"
2903	McElroy Fusion Machine 4"
2904	McElroy Fusion Machine 4"
2905	McElroy Fusion Machine 4"
2906	Koncentra Fusion Machine 4"
2907	Koncentra Fusion Machine 4"
2908	McElroy Fusion Machine 2"
2909	McElroy Rolling 28 Pipe Fusion Machine 2" IPS - 8" DIPS
292	Wacker Neuson EW100 Wheeled Excavator
293	John Deere 470G Hydraulic Excavator
294	CAT RT Excavator M322F
295	CAT M316 Wheeled Excavator
296	John Deere 470P Excavator
299	Antraquip Mixing/Cutting Attachment AQ4-XL-SM
3003	John Deere 410E Articulated Dump Truck
3022	Grizzly
3023	American Shoring Manhole Box 10'X10' X8'
3024	American Shoring Manhole Extension 4'x12'

3025	Wilson Car Unloader
3026	American Shoring Shoring Box 8'X10'
3027	American Shoring Shoring Box 8'X24'
333	CAT Backhoe Loader 430F
3340	Isuzu Air Compressor
336	CAT Backhoe Loader 420D
338	CAT Backhoe Loader 420D
339	CAT Backhoe Loader 420D
3401	CAT Payloader 950M
3402	CAT Payloader 924G
354	John Deere Backhoe Loader 410L
355	CAT Backhoe Loader 420-07ST
356	CAT Backhoe Loader 420-07ST
363	John Deere 744L Wheel Loader
364	John Deere 744L Wheel Loader
365	John Deere 744L Wheel Loader
366	CAT 966M Wheel Loader
368	CAT 938M Wheel Loader
369	John Deere 744L Wheel Loader
378	Volvo Payloader L150F
380	Volvo Payloader L150F
381	Komatsu Payloader WA4505
385	CAT Payloader 938G
392	CAT Payloader 966G
393	CAT Payloader 966K
394	CAT Payloader 966K
395	CAT Payloader 966M
400	Chincoteague Boat 20'
4001	Trimble Dozer GPS Setup GCS900 DualM5992
4002	Trimble Excavator GPS Setup GC5900 DualM5992
4003	Trimble GCS900 Dual MS992 GPS
4004	Trimble GCS900 Dual MS992 GPS
4005	Trimble GCS900 Dual MS992 GPS
4006	3D Upgrade for CAT AP 1055F Mobil-Trac Paver
4007	Trimble EarthWorks Dozer Grade Control System
402	Venture Boat Trailer
403	Highfield UL340CSM 11'-3" Inflatable Boat - 5 Person
404	Highfield CL340CSM 11'-3" Inflatable Boat - 5 Person
406	Aluminum 20' Work Boat with Yamaha 115 hp outboard engine
408	Highfield 11'-3" Inflatable Boat - 5 Person
409	Highfield 11'-3" Inflatable Boat - 5 Person
410	Highfield 11'-3" Inflatable Boat - 5 Person
4103	Trimble Tablet PC SCS900
4105	Trimble Tablet PC SCS900
4106	Trimble Tablet PC SCS900
4107	Trimble Tablet PC SCS900
4108	Trimble Tablet PC SCS900
4109	Trimble Tablet PC SCS900
411	Highfield 11'-3" Inflatable Boat - 5 Person
4110	Trimble Tablet PC SCS900
412	Highfield 12' Aluminum Boat
413	Cruisers 21' Fiberglass Boat
4201	Trimble Rover SPS882 with base option
4202	Trimble Rover SPS882
4203	Trimble Rover SPS882
4204	Trimble Rover SPS882
4205	Trimble Rover SPS882
4206	Trimble Rover SPS882
4207	Trimble Rover SPS985 w/ Base Station
4208	Trimble Rover R780
4209	Trimble Rover R780
4301	Trimble Base Station SP852
4302	Trimble Base Station SPS882 900 mhz
4303	Trimble Base Station SPS882 900 mhz
4304	Trimble Base Station SP882 900 mhz
4305	Trimble Base Station SPS882 900 mhz
4306	Trimble Robotic Total Base Station
4307	Trimble Robotic Total Base Station
434	Link-Belt TCC 750 Telescopic Crawler Crane
436	Link-Belt TCC-800 Telescopic Crawler Crane
4401	Trimble Base Reapter Kit
4501	Trimble Laser SR300
4502	Trimble Active Target GC
4503	SPS930 Robotic UTS DR Plus
4504	Trimble Site Tablet w/ SCS900
4505	Trimble MultiTrack Target
4506	SPS930 Robotic UTS DR Plus

4507	SPS930 Robotic UTS DR Plus
4508	SPS930 Robotic UTS DR Plus with TSC7
4509	Trimble TSC7 Data Collector
4510	Trimble TSC7 Data Collector
4511	Trimble T10 Tablet
4512	Trimble TSC7 Data Collector
4513	SPS930 Robotic UTS DR Plus
4514	Trimble T7 Tablet
4515	SPS930 Robotic ATS Total Station
4516	SPS930 Robotic ATS Total Station
4517	Trimble TSC7 Data Collector
4518	Trimble TSC7 Data Collector
4519	Trimble TSC7 Data Collector
4520	Trimble TSC7 Data Collector
4521	SPS930 Robotic UTS DR Plus w/MC Option
4522	Trimble T7 Tablet
4523	Trimble X9 Kit w/ T10 Tablet
4524	SPS930 Robotic UTS DR Plus w/MC Option
4525	Trimble T7 Tablet
4526	SPS930 Robotic UTS DR Plus w/MC option - 1/1
4527	Trimble T7 Tablet
4528	SPS930 Robotic UTS DR Plus w/MC option - 1/1
4529	Trimble TSC7 Data Controller
4530	Trimble TSC7 Data Controller
4531	Trimble Rover R780
4532	Trimble Rover R780
4601	Focus 3D-X330 Scanner
4602	Focus 3D-X330 Scanner
4606	Trimble Receiver
4700	DJI Mavik 3 Drone
4707	Trimble TSC3
474	CAT Paver AP555F
476	CAT Paver AP1055F
477	CAT Paver AP1055F
4800	GeoVISION Deluxe Borehole Camera System
481	Allen SE12 Steel Engine Driven Truss Screed
481A	Allen WB1824 Powered Work Bridge
482	CAT Paver AP1055-07A (Next Gen)
5002	BidWell Concrete Paver
5005	Griffin Diesel Pump 10"
5007	Putzmeister Concrete Pump Traller Mounted 54 yd^3/hr
5008	Hydra-Tech HT25DYS Portable Hydraulic Power Unit
5009	Putzmeister Concrete Pump Traller Mounted 40 yd^3/hr
5012	Liebherr THS110 K-D4F Crawler Pump
5014	Gomaco GT-3300 Slipform Paver
5015	BidWell 3600HD 24' Concrete Paver
509	CAT Dirt Roller CS56B
511	CAT Dirt Roller CS563C
550	Lynx 500 20x88 Big Bowl Centrifuge
551	Telescopic Centrifuge Stand Assembly
5705	Lay Mor Tow Behind Sweeper
5706	Lay Mor Tow Behind Sweeper
5707	Lay Mor Tow Behind Sweeper
5708	Elgin Broom Badger Street Sweeper
5709	ODRA MT4H Street Sweeper
594	Pearson PH2200 70T Water Chiller
595	Digga Torque Logic Hub Kit
596	Digga SD 95 Anchor Drive w/ Linkage & Ryno Hitch Assembly
597	Digga MD 110 Anchor Drive w/ Linkage & Ryno Hitch Assembly
598	Comacchio 520mm Clamp w/ Hyd Valve Bank & Docking Sled
599	Double Clamp Series 45-520mm
600	Double Clamp Series 45-520mm
603	Cemen Tech Mixing Silo
604	YBM SG-30SV GROUT PUMP - 440L/min
607	Blend A240 Tre Concrete Plant
608	El Cinco TD-116 Cement Storage PIG
609	CemenTech 200 Barrel Portable Silo
611	Tecniwell 1.5 Ton Mini Silo With Screw Conveyor
612	Belgrade 200 Barrel Low Profile Silo
613	Belgrade 350 Barrel Portable Silo
6205	Kenworth T880 Tractor
6206	Kenworth T880 Tractor
6207	Kenworth T880 Tractor
6208	Kenworth T880 Tractor
6209	Kenworth T880 Tractor
622	Peterbuilt 357 Flat Truck
623	Kenworth T800 Boom Truck



624	Kenworth T800 Boom Truck
625	Kenworth T800 Boom Truck
626	Peterbilt 367 Boom Truck
627	Kenworth T800 Tri Axle Tractor
628	Kenworth T800 Tri-Axle Tractor
629	Kenworth T800 Tri Axle Tractor
631	Peterbilt 367 VAC Truck
632	Peterbilt 348 Vac Truck
635	Mack R7W Tractor
636	Kenworth T880 Tractor
640	Phoenix Concrete Front Mixer Truck
641	Phoenix Concrete Front Mixer Truck
642	Phoenix Concrete Front Mixer Truck
643	Peterbilt 348 Concrete Mixer Truck
644	Peterbilt 348 Concrete Mixer Truck
645	Peterbilt 348 Concrete Mixer Truck
646	Mack GR64B Concrete Mixer Truck
647	Mack GR64B Concrete Mixer Truck
648	Load Rite 5 STARR Aluminum Tandem Bunk Boat Trailer
649	Continental CTA3517B-17000 Boat Trailer
650	EZ Load Boat Trailer
651	AmeraTrail A52224TMB Boat Trailer
652	Big Tex 7x16 Utility Trailer with Sides
657	Trail King TK40LP Tagalong Trailer
659	Trail King TK40LP Tag Trailer
6600	Sullair Compressor 185CFM
6601	Sullair Compressor 185CFM
6602	Ingersoll Rand Compressor 185CFM
6603	Ingersoll Rand Compressor 185CFM
6604	Ingersoll Rand Compressor 185CFM
6605	Ingersoll Rand Compressor 185CFM
6606	Ingersoll Rand Compressor 185CFM
6607	Ingersoll Rand Compressor 185CFM
670	Loadstar 75/60Ton Lowbed Trailer
670A	Loadstar Pin on Axle
671	Fontaine Flatbed Trailer
672	Fontaine Flatbed Trailer
673	Fontaine Flatbed Trailer
674	Fontaine Flatbed Trailer
675	Fontaine Lowbed 55 Ton Trailer
676	Transcraft DTL3000 Flatbed Trailer
677	Transcraft EDTL3000 Extendable Flatbed Trailer
680	XL Specialized 48' Double Drop Detach Trailer
6800	Flatbed Trailer
6801	Flatbed Trailer-Roller Trailer
6802	Pace America Work Sport Box Trailer
6803	Pace America Work Sport Box Trailer
6804	Kaufman Trailer
6805	2003 Haull
6807	Fontaine 48' Drop Deck WSA Trailer
6808	Great Dane 53' Drop Deck Trailer
681	Trail King Low Bed Trailer
6814	Stephens 1000 cu. ft. Pneumatic Trailer
6815	Stephens 1000 cu. ft. Pneumatic Trailer
6816	Stephens 1000 cu. ft. Pneumatic Trailer
6817	Stephens 1000 cu. ft. Pneumatic Trailer
6818	Vantage S85 Aluminium End Dump Trailer
6819	Vantage S85 Aluminium End Dump Trailer
681A	Trail King Flip Axle
682	Superior M80 Lowbed Trailer
6820	Vantage S85 Aluminium End Dump Trailer
6821	Vantage S85 Aluminium End Dump Trailer
6822	Vantage S85 Aluminium End Dump Trailer
6823	CTS BDT-40 Pack Mule Steel Belly Dump Trailer
6824	CTS BDT-40 Pack Mule Steel Belly Dump Trailer
6825	CTS BDT-40 Pack Mule Steel Belly Dump Trailer
6826	CTS BDT-40 Pack Mule Steel Belly Dump Trailer
6827	CTS BDT-40 Pack Mule Steel Belly Dump Trailer
682A	Superior J65 Lowbed Jeep
682B	Jeep Axle
682C	Flip Axle
682D	Flip Axle w/Lights
683	Fontaine Double Drop Lowboy Trailer
684	Wabash Flatbed Trailer
685	Wabash Flatbed Trailer
686	Wabash Flatbed Trailer
688	Wabash Flatbed Trailer



689	Wabash Flatbed Trailer
690	Wabash Flatbed Trailer
692	Wabash Flatbed Trailer
693	Wabash Flatbed Trailer
694	Wabash Flatbed Trailer
695	Wabash Flatbed Trailer
696	Wabash Flatbed Trailer
697	Fontaine Flatbed Trailer
699	Econoline 18' Trailer 7-Ton Landscape Dovetail (Loader Tote)
700	Econoline 18' Trailer 7-Ton Landscape Dovetail (Loader Tote)
7034	Mitsubishi Fuso
705	Econoline 18' Trailer 7-Ton Landscape Dovetail (Loader Tote)
7057	Hino L6 Utility Truck
706	4300 International Water Truck
709	Doosan Generator 450KW
710	Doosan G125WCU-3Q-T4i Portable Generator - 103kW
7100	Kenworth T480 4,000 Gallon Water Truck
7108	Kenworth T480 4,000 Gallon Water Truck
716	Kenworth T280 Service Truck
717	Kenworth T280 Service Truck
718	Kenworth T280 Service Truck
719	Kenworth T280 Service Truck
724	Hino 258ALP Service Truck
725	Kenworth T370 Hook Truck
726	Hino 258ALP Utility Truck
727	Hino 258ALP Utility Truck
728	Hino 258ALP Utility Truck
729	Hino 258ALP Utility Truck
730	Hino 258ALP Service Truck
731	Ford F550 Compressor Truck
732	Hino Utility Truck
733	Hino 258ALP Utility Truck
734	Hino 258ALP Utility Truck
735	Hino 258ALP Utility Truck
736	Hino 258ALP Utility Truck
737	Hino 258ALP Utility Truck
738	Hino 258ALP Utility Truck
739	Hino 258ALP Utility Truck
740	Hino 258ALP Utility Truck
741	Hino 258ALP Utility Truck
742	Hino 258ALP Utility Truck
743	Hino 258ALP Utility Truck
744	Hino 258ALP Utility Truck
745	Hino 258ALP Utility Truck
746	Hino 258ALP Utility Truck
747	Hino 258ALP Utility Truck
748	Hino 258ALP Utility Truck
749	Hino 258ALP Utility Truck
750	Hino 258ALP Utility Truck
7505	Mack 18' TMA4 Attenuator Truck
7506	Mack 18' TMA4 Attenuator Truck
7507	Freightliner15' TMA3 Attenuator Truck
7508	Freightliner15' TMA3 Attenuator Truck
751	Hino 258ALP Utility Truck
752	Hino 258ALP Utility Truck
753	Hino 258ALP Utility Truck
754	Hino 258ALP Utility Truck
760	Chevrolet Express G4500 Rack Truck
761	International 4200 Flatbed Dump
762	Chevrolet Express G4500 Flatbed Dump
763	Hino 258ALP Utility Truck
764	Hino 258ALP Utility Truck
765	Hino 258ALP Utility Truck
767	Hino 258ALP Utility Truck
768	Hino 258ALP Utility Truck
769	Hino 258ALP Utility Truck
770	Hino 258ALP Utility Truck
771	Hino 258ALP Utility Truck
772	Hino 258ALP Utility Truck
773	Hino 258ALP Utility Truck
777	Ford F750 Water Truck 2000 Gallons
780	Ford F550 Service Truck
7800	Ford F550 XL Supercab 4x2 Rack Truck
7801	Ford F550 XL Supercab 4x4 Rack Truck
7802	Hino L6 Rack Truck
781	Ford F550 Service Truck
782	Ford F550 Service Truck

783	Kenworth T370 Service Truck
784	Hino 258ALP Service Truck
785	Kenworth T370 Service Truck
787	Chevrolet 5500HD Rack Truck
788	Ford E450 Box Truck w/ Airman PDS185 Compressor
789	Ford F550 Rack Body
790	Ford F650 Flatbed Dump
7901	Chevrolet Silverado 2500HD Crew Cab with Utility Body
7902	Chevrolet Silverado 3500HD Double Cab with Utility Body
7903	Chevrolet Silverado 3500HD Crew Cab with Utility Body
7904	Chevrolet Silverado 2500HD Crew Cab with Utility Body
7912	Chevrolet Silverado 3500HD Double Cab with Utility Body
7913	Chevrolet Silverado 3500HD Double Cab with Utility Body
7914	Ford F-550 Crew Cab with Utility Body
793	Chevrolet Silverado 3500 Chassis Cab WT
794	Chevrolet Silverado 3500 Chassis Cab WT
795	Ford F550 Welding Truck
796	Chevrolet Silverado 3500 Chassis Cab WT
797	Ford F650 Flatbed Dump
798	Ford F650 Flatbed W/ Water Tank
8000	Faro 3D Scanner
8001	Faro 3D Scanner
8002	Chevrolet Silverado 2500HD Double Cab 4WD
8003	Chevrolet Silverado 2500HD Double Cab 4WD
8004	Ford F250 XL Super Duty Crew Cab 4x4
8005	Chevrolet Silverado 1500 Crew Cab 4WD
8006	Chevrolet Silverado 1500 Regular Cab 4WD
8007	Chevrolet Silverado 1500 Regular Cab 4WD
8008	Chevrolet Silverado 2500HD Double Cab 4WD
8009	Chevrolet Silverado 2500HD Double Cab 4WD
801	Chevrolet Pickup 1500 Double Cab 4WD
8010	Chevrolet Silverado 1500 Crew Cab 4WD
8011	Chevrolet Silverado 1500 Crew Cab 4WD
8012	Chevrolet Silverado 1500 Crew Cab RST
8013	Chevrolet Silverado 1500 Crew Cab RST
8014	Chevrolet Silverado 1500 Crew Cab RST
8015	Chevrolet Silverado 2500HD Crew Cab LTZ
8016	Chevrolet Silverado 1500 Crew Cab RST
8017	Chevrolet Silverado 2500HD Double Cab 4WD
8018	Chevrolet Silverado 2500HD Double Cab 4WD
8019	Chevrolet Silverado 2500HD Double Cab 4WD
8020	Toyota Tundra SR Double Cab Long Bed 4WD
8022	Chevrolet Silverado 2500HD Double Cab 4WD
8023	Chevrolet Silverado 2500HD Double Cab 4WD
8024	Chevrolet Silverado 2500HD Crew Cab High Country
8025	Chevrolet Silverado 2500HD Crew Cab 4WD
8026	Chevrolet Silverado 2500HD Crew Cab 4WD
8027	Chevrolet Silverado 2500HD Crew Cab 4WD
8028	Chevrolet Silverado 2500HD Crew Cab High Country
8029	Chevrolet Silverado 2500HD Double Cab 4WD
803	Chevrolet Pickup 2500HD Double Cab 4WD
8030	Chevrolet Silverado 2500HD Double Cab 4WD
8031	Chevrolet Silverado 1500 Crew Cab 4WD
8033	Chevrolet Silverado 1500 Crew Cab 4WD
8034	Chevrolet Silverado 2500HD Double Cab 4WD
8035	Chevrolet Silverado 2500HD Double Cab 4WD
8036	Chevrolet Suburban 4WD
8039	Chevrolet Silverado 2500HD Double Cab 4WD
8040	Chevrolet Silverado 2500HD Double Cab 4WD
8041	Chevrolet Silverado 2500HD Double Cab 4WD
8042	Chevrolet Silverado 2500HD Double Cab 4WD
8043	Chevrolet Silverado 2500HD Double Cab 4WD
8044	Chevrolet Silverado 2500HD Crew Cab 4WD
8045	Chevrolet Silverado 2500HD Crew Cab 4WD
8046	Chevrolet Silverado 2500HD Crew Cab 4WD
8047	Chevrolet Silverado 2500HD Crew Cab 4WD
8048	Chevrolet Silverado 2500HD Crew Cab 4WD
8049	Chevrolet Tahoe Z71
8051	Chevrolet Silverado 1500 Double Cab 4WD
8052	Chevrolet Silverado 1500 Double Cab 4WD
8053	Chevrolet Suburban 4WD Z71
806	Ford F150 SuperCab 8' Bed
807	Chevrolet Pickup 1500 Crew Cab 4WD
8072	Chevrolet Silverado 2500HD Crew Cab 4WD
8073	Chevrolet Silverado 2500HD Crew Cab 4WD
8074	Chevrolet Silverado 2500HD Crew Cab 4WD
8075	Chevrolet Silverado 2500HD Crew Cab 4WD

[redacted]

8076	Chevrolet Silverado 2500HD Crew Cab 4WD
8077	Chevrolet Silverado 1500 Crew Cab 4WD
8078	Ford F150 Limited
8079	Chevrolet Silverado 1500 Crew Cab 4WD
8080	Chevrolet 2500 Express Cargo Van
8081	Chevrolet Silverado 1500 Crew Cab 4WD
8082	Chevrolet Silverado 1500 Crew Cab 4WD
8083	Chevrolet Silverado 2500HD Crew Cab 4WD
8084	Chevrolet Silverado 2500HD Crew Cab 4WD
8085	Chevrolet Silverado 2500HD Crew Cab 4WD
8086	Chevrolet Silverado 2500HD Crew Cab 4WD
8087	Chevrolet Silverado 2500HD Crew Cab 4WD
8088	Chevrolet Silverado 1500 Crew Cab 4WD
8089	Chevrolet Silverado 1500 Crew Cab 4WD
8090	Cheverolet Silverado 2500HD Crew Cab
8092	Ford Transit 350 High Roof Extended AWD
8093	Chevrolet Silverado 2500HD Crew Cab 4WD
8094	Chevrolet Silverado 2500HD Crew Cab 4WD
8095	Chevrolet Silverado 2500HD Crew Cab 4WD
8099	Chevrolet Silverado 2500HD Double Cab 4WD
8100	Chevrolet Silverado 2500HD Double Cab 4WD
8101	Chevrolet Silverado 2500HD Double Cab 4WD
8102	Chevrolet Silverado 2500HD Double Cab 4WD
8103	Chevrolet Silverado 2500HD Double Cab 4WD
8104	Chevrolet Silverado 2500HD Double Cab 4WD
811	Chevrolet Pickup 2500HD Crew Cab 4WD
812	Chevrolet Pickup 2500HD Double Cab 4WD
813	Chevrolet Pickup 2500HD Double Cab 4WD
814	Chevrolet Pickup 2500HD Crew Cab 4WD
815	Ford E250 Van
816	Ford E250 Van
817	Ford F250 Superduty Crew Cab XL
818	Ford F250 Superduty Crew Cab XL
821	Ford F150 SuperCab 8' Bed
823	Chevrolet Silverado 1500 Crew Cab RST Standard Bed 4WD
825	Chevrolet Pickup 2500HD Crew Cab 4WD
826	Chevrolet Silverado 2500HD Double Cab 4WD
827	Chevrolet Pickup 2500HD Crew Cab 4WD
830	Ford E350 Van
832	Ford F250 Pick Up
834	Chevrolet Silverado 2500HD Double Cab 4WD
836	Ford F150 SuperCab 8' Bed
837	Chevrolet Express 3500 Cargo Van 155"
839	Chevrolet Pickup 1500 Crew Cab 4WD
840	Ford F250 Pick Up
844	Ford F150 Pick Up
847	Chevrolet Silverado 2500HD Crew Cab 4WD
848	Chevrolet Silverado 2500HD Crew Cab 4WD
849	Chevrolet Silverado 2500HD Crew Cab 4WD
850	Chevrolet Silverado 2500HD Crew Cab 4WD
851	Chevrolet Silverado 2500HD Double Cab 4WD
852	Ford F150 SuperCrew Cab XLT
853	Chevrolet Pickup 1500 Crew Cab 4WD
854	Ford E250 Van
855	Ford E250 Van
856	Chevrolet Silverado 2500HD Double Cab 4WD
857	Ford E250 Van
858	Ford E250 Van
859	Ford F150 SuperCrew Cab XLT
860	Chevrolet Express 3500 Cargo Van 155"
862	Chevrolet Silverado 2500HD Double Cab 4WD
863	Chevrolet Express 3500 Cargo Van 155"
866	Chevrolet Silverado 2500HD Double Cab 4WD
868	Weber MT CR 7 HD Reversible Soil Compactor
870	Chevrolet Pickup 2500HD Double Cab 4WD
872	Chevrolet Colorado Extended Cab 4WD
873	Chevrolet Pickup 2500HD Double Cab 4WD
874	Chevrolet Pickup 2500HD Crew Cab 4WD
875	Chevrolet Pickup 2500HD Crew Cab 4WD
876	Chevrolet Pickup 2500HD Double Cab 4WD
877	Chevrolet Pickup 2500HD Double Cab 4WD
878	Chevrolet Express 3500 Cargo Van 155"
879	Chevrolet Express 3500 Cargo Van 155"
880	Chevrolet Express 3500 Cargo Van 155"
881	Chevrolet Pickup 1500 Regular Cab 4WD
882	Chevrolet 1500 WT Regular Cab 4WD
885	Chevrolet Pickup 1500 Regular Cab 4WD

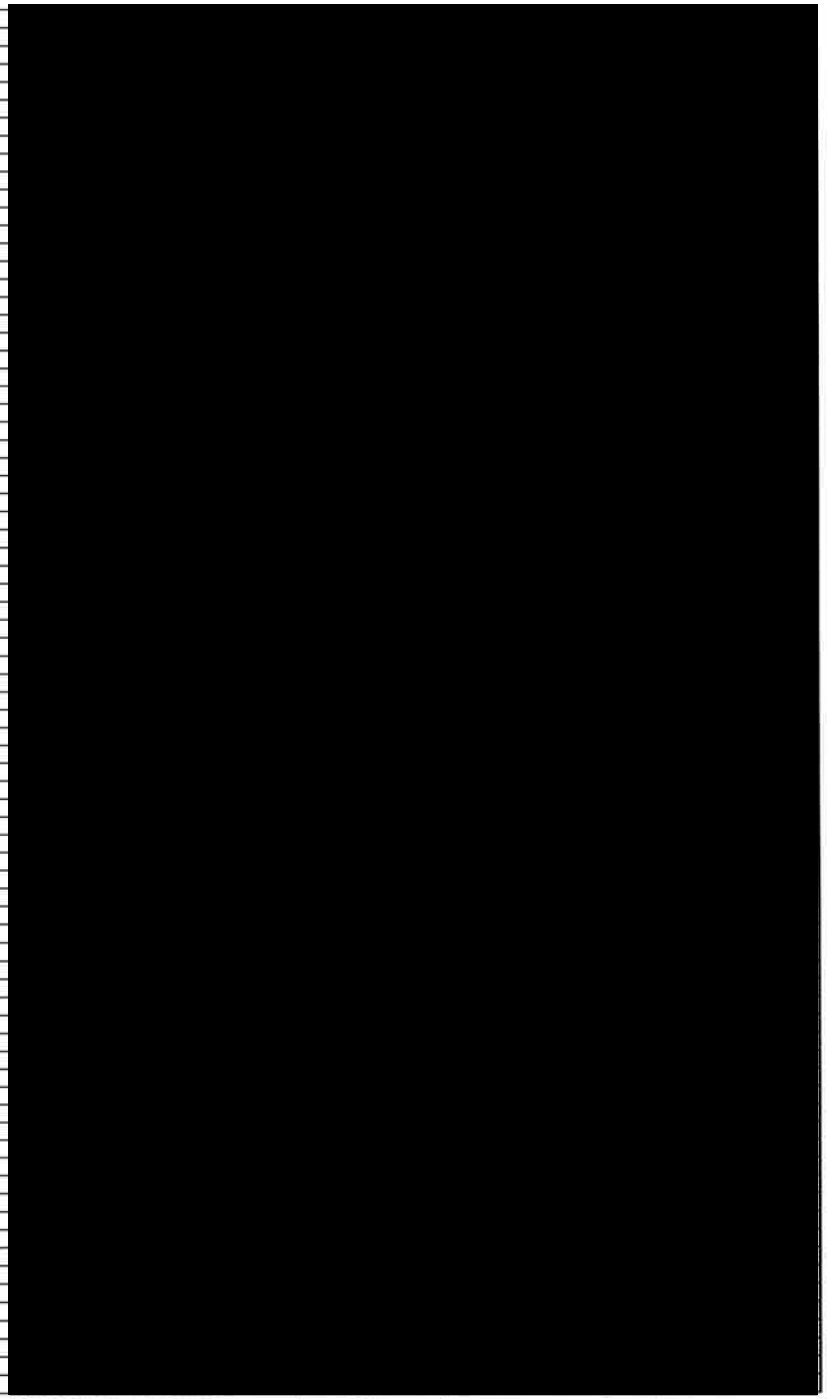
887	Chevrolet Pickup 2500HD Double Cab 4WD
888	Chevrolet Pickup 2500HD Double Cab 4WD
889	Chevrolet Pickup 2500HD Double Cab 4WD
890	Chevrolet Pickup 2500HD Double Cab 4WD
8900	Containment Solutions 280 Gallon Double-Wall Lube Cube
891	Falcon MI10259 4 Ton Asphalt Trailer "Hot Box"
892	Chevrolet Pickup 2500HD Double Cab 4WD
894	MMD Airman SDG25S 25kva Generator
896	Tecniwell Diesel Grout Mixing Plant TWMG57/D Special Layout
897	Chevrolet Express 3500 Cargo Van 155"
898	Tecniwell Diesel Grout Mixing Plant TWMG57/D
900	Godwin 6" Jet Pump
9000	8' x 10' Ground Level Storage Container w/ Swing Doors
9001	8' x 10' Ground Level Storage Container w/ Swing Doors
9002	8' x 10' Ground Level Storage Container w/ Swing Doors
9003	8' x 20' Ground Level Storage Container w/ Swing Doors
9004	8' x 20' Ground Level Storage Container w/ Swing Doors
9005	8' x 20' Ground Level Storage Container w/ Swing Doors
9006	8' x 20' Ground Level Storage Container w/ Swing Doors
9007	8' x 20' Ground Level Storage Container w/ Swing Doors
9009	8' x 20' Ground Level Storage Container w/ Swing Doors
9010	8' x 20' Ground Level Storage Container w/ Swing Doors
9011	8' x 10' Ground Level Storage Container w/ Swing Doors
9012	8' x 20' Ground Level Storage Container w/ Swing Doors
9013	8' x 20' "Shanty" Container w/ Swing Doors
9014	8' x 20' Ground Level Storage Container w/ Swing Doors
9015	8' x 20' Ground Level Storage Container w/ Swing Doors
9017	8' x 10' Ground Level Storage Container w/ Swing Doors
9018	8' x 10' Ground Level Storage Container w/ Swing Doors
9019	8' x 20' Ground Level Storage Container w/ Swing Doors
9020	8' x 20' Ground Level Storage Container w/ Swing Doors
9022	8' x 20' Ground Level Storage Container w/ Swing Doors
9023	8' x 10' Ground Level Storage Container w/ Swing Doors
9024	8' x 10' Ground Level Storage Container w/ Swing Doors
9025	8' x 20' Ground Level Storage Container w/ Swing Doors
9026	8' x 20' "Shanty" Container w/ Swing Doors
9027	8' x 20' Ground Level Storage Container w/ Swing Doors
9028	8' x 20' Ground Level Storage Container w/ Swing Doors
9029	8' x 20' Ground Level Storage Container w/ Swing Doors
9030	8' x 20' Ground Level Storage Container w/ Swing Doors
9031	8' x 10' Ground Level Storage Container w/ Swing Doors
9032	8' x 10' Ground Level Storage Container w/ Swing Doors
9033	8' x 20' Ground Level Storage Container w/ Swing Doors
9034	8' x 10' Ground Level Storage Container w/ Swing Doors
9035	8' x 20' Ground Level Storage Container w/ Swing Doors
9036	8' x 20' Ground Level Storage Container w/ Swing Doors
9037	8' x 20' Ground Level Storage Container w/ Swing Doors
9048	8' x 20' Ground Level Storage Container w/ Swing Doors
907	Hydraulic Breaker BXR100
910	Ironmaster Rebar Bender
916	Multiquip Generator 60-200KW
918	Pendrill Grout Plant PD1011
920	Rusmar PFU800/25
9206	MTBM AVN 1200TB M-1562M
922	Comacchio MC8DHT Hydraulic Crawler Mounted Drill Rig
923	Comacchio MC15HT Hydraulic Crawler Mounted Drill Rig
924	Comacchio MC28HD Hydraulic Crawler Drill Rig
925	Comacchio MC24HT Hydraulic Crawler Mounted Drill Rig
927	Scheltzke Grout Mixing Plant MPS 510
928	Scheltzke Grout Mixing Plant MPS 510
936	Montabert 501 NG 2,000 ft-lb Med Hydraulic Breaker
9400	CAT XQ100N Generator
941	Ironmaster Bar Bender
943	Doosan Generator G70
945	CAT D349 Generator 775kW 480V
949	Rototilt Grapple
951	Godwin Dri-Prime HL80M Diesel Pump 3"
955	Rototilt RT60
956	Ice Drill EX- 25
957	Bauer RTG RG-19T Piling Rig
958	Rototilt RT80
9609	Scheltzke 510 Grout Plant
961	McMillen Auger Drive (CAT 318)
9613	Belgrade 300 Low Profile Silo
964	CAT Hydraulic Hammer H120S
965	Griffin Wellpoint Pump 8 WPRD
9700	ID HP3000 Rock Hammer

[redacted]

9702	Amida Light Tower
9704	Multiquip Concrete Mixer
9706	Scheitzke RS 3000-HY Holding Tank - 792 Gal.
976	ABI Mobilram TM 14/17V
976A	ABI Vibratory Hammer 14 17V
981	HEMH12 w/ TEI1000 10" Breaker Horizontal Rotator
984	ABI Doub Case Clamp (24"-48")
985	ABI Doub Case Clamp (18"-48")
989	Rusmar PFU800/40
990	APE VM 250 Variable Moment
9901	Center Rock Scorpion (Breakout Tool)
990A	APE Doub Cass Clamp 24"-48"
995	Truck Wheelwash
996	Rusmar PFU400/25
997	Titan Truck Scale 70'x10 2 sec
998	Center Rock Scorpion (Breakout Tool)
999	Center Rock Scorpion (Breakout Tool)
AB2001	CAT BA30 Hydraulic Angle Broom - 36" Dia. x 118" Wd.
AB2003	CAT BA30 Hydraulic Angle Broom - 36" Dia. x 118" Wd.
CB001	GAR-BRO 1 yd. Lightweight Laydown Bucket
CB002	GAR-BRO 2 yd. "Combo" Bucket w/ Lifting Bail & Fork Pockets
CB003	GAR-BRO 2 yd. "Combo" Bucket w/ Lifting Bail & Fork Pockets
CB004	GAR-BRO 1/3 yd. Lightweight Round-Gate Bucket
CB005	GAR-BRO 1 yd. Lightweight Laydown Bucket
CSK-0001	300 Watt Reomte Power System - Kit Designed for 50.4 Ah/day
CSK-0002	Custom 80 Watt Remote Power System
CSK-0023	200 Watt Remote Power System
CSK-0025	200 Watt Remote Power System
CSK-0026	200 Watt Remote Power System
CSK-0029	200 Watt Remote Power System
CSK-0030	200 Watt Remote Power System
ES1001	EZ-HD08 Heavy Duty Double Cylinder Pole Claw 2,500lb Rating
ES1002	EZ-HD08 Heavy Duty Double Cylinder Pole Claw 2,500lb Rating
HB9001	Montabert 501 NG 2,000 ft-lb Med Hydraulic Breaker
HB9002	Montabert V32 5,000 ft-lb Variable Speed Hydraulic Breaker
HB9003	Montabert V4500 13,000 ft-lb 2-Speed Heavy Hydraulic Breaker
HB9005	Montabert V32 5,000 ft-lb Variable Speed Hydraulic Breaker
HB9007	Montabert SC-42 1,250 ft-lb Compact Hydraulic Breaker
HB9009	Montabert SC-42 1,250 ft-lb Compact Hydraulic Breaker
HB9010	Montabert SC-16 350 ft-lb Compact Hydraulic Breaker
HB9011	Montabert SC-36 1,000 ft-lb Compact Hydraulic Breaker
HB9013	Montabert M900 3,000 ft-lb Medium Hydraulic Breaker
HB9014	Montabert M900 3,000 ft-lb Medium Hydraulic Breaker
HB9015	Montabert V46 7,500 ft-lb Variable Speed Hydraulic Breaker
HB9016	Montabert V32 5,000 ft-lb Variable Speed Hydraulic Breaker
HB9017	Montabert SC-28 750 ft-lb Compact Hydraulic Breaker
HB9018	Montabert SC-42 1,250 ft-lb Compact Hydraulic Breaker
HB9019	Montabert SC-50 1,500 ft-lb Compact Hydraulic Breaker
HB9020	Montabert SC-42 1,250 ft-lb Compact Hydraulic Breaker
HB9021	Montabert SC-28 750 ft-lb Compact Hydraulic Breaker
HB9022	Montabert SC-36 1,000 ft-lb Compact Hydraulic Breaker
HB9023	Montabert M900 3,000 ft-lb Medium Hydraulic Breaker
HB9024	Montabert SC-42 1,250 ft-lb Compact Hydraulic Breaker
HB9026	Montabert M900 3,000 ft-lb Medium Hydraulic Breaker
HB9027	Montabert M900 3,000 ft-lb Medium Hydraulic Breaker
PC-1532	Wanco WTMMB Message Board
PC-1552	Ver-Mac PCMS-1500LP Portable Changeable Message Sign
PC-1553	Ver-Mac PCMS-1500LP Portable Changeable Message Sign
PC-1554	Ver-Mac PCMS-1500LP Portable Changeable Message Sign
PC-1555	Ver-Mac PCMS-1500LP Portable Changeable Message Sign
PC-1556	Ver-Mac PCMS-1500LP G2 Portable Changeable Message Sign
PC-1557	Ver-Mac PCMS-1500LP G2 Portable Changeable Message Sign
PC-1558	Ver-Mac PCMS-320 HYD Portable Changeable Message Sign
PC-1559	Ver-Mac PCMS-320 HYD Portable Changeable Message Sign
PC-1560	Ver-Mac PVMS-1500C Pro Portable Variable Message Sign
PC-1561	Ver-Mac PVMS-1500C Pro Portable Variable Message Sign
PC-1562	Ver-Mac PCMS-320 HYD Portable Changeable Message Sign
PC-1563	Ver-Mac PCMS-320 HYD Portable Changeable Message Sign
PC-1564	Ver-Mac PCMS-320 Portable Changeable Message Sign
PC-1565	Ver-Mac PCMS-320 Portable Changeable Message Sign
PC-1566	Ver-Mac PCMS-320 Portable Changeable Message Sign
PC-1567	Ver-Mac PCMS-320 Portable Changeable Message Sign
PC-1568	Ver-Mac CT-2430 Camera Trailer
PC-1684	Wanco Solar Powered Arrow Board
PC-1685	Wanco Solar Powered Arrow Board
PC-1687	Wanco Solar Powered Arrow Board
PC-1688	Wanco Solar Powered Arrow Board

[redacted]

PC-1830	Wacker Neuson Plate Tamper
PC-184	Wacker Neuson Plate Tamper
PC-187	Core Cut 36" Walk Behind Road Saw
PC-189	Multiquip 26" Double Drum Walk Behind Roller
PC-357	CAT Backhoe Loader 420-07ST
PC-358	CAT Backhoe Loader 420-07ST
PC-359	CAT Backhoe Loader 420-07ST
PC-360	CAT Backhoe Loader 420-07ST
PC-3605	CAT Backhoe Loader 420-07ST
PC-3606	CAT Backhoe Loader 420-07ST
PC-3607	CAT Backhoe Loader 420-07ST
PC-3608	CAT Backhoe Loader 430
PC-3609	CAT Backhoe Loader 430
PC-361	CAT Backhoe Loader 420-07ST
PC-3610	CAT Backhoe Loader 430-07ST
PC-496	Allen AT14S Tracked Concrete Buggie
PC-497	Allen AT14S Tracked Concrete Buggie
PC-498	Allen AT14S Tracked Concrete Buggie
PC-499	Allen AT14S Tracked Concrete Buggie
PC-5010	Multiquip Mayco C30HDGA 2" Grout Pump
PC-621	CP5250 Central 480V w/ Recycle Dust Collector
PC-6385	J & C Suppliers 6x12SA Enclosed Trailer
PC-6386	Titanium Cargo Trailers 6x12SA Enclosed Trailer
PC-6387	Seed Cargo 7x14A2 Enclosed Trailer
PC-6809	AmeraTrail Cooling Trailer
PC-6810	AmeraTrail Cooling Trailer
PC-6811	AmeraTrail Cooling Trailer
PC-6812	Texas Pride Trailers 14K Dump Trailer
PC-6813	CargoMate 7' x 14' V-Nose Enclosed Trailer
PC-6828	Ranch King 12' Utility Trailer
PC-6829	Ranch King 16' Utility Trailer
PC-6830	Ranch King 10' Utility Trailer
PC-6831	Stallion 12' Enclosed Trailer
PC-6832	Ironbull 24' Flat Deck Utility Trailer
PC-6833	Diamond 14' Cargo Trailer
PC-6834	Stallion 14' Cargo Trailer
PC-6835	AmeraTrail Cooling Trailer
PC-9049	8' x 10' Ground Level Storage Container w/ Swing Doors
PC-9050	8' x 10' Ground Level Storage Container w/ Swing Doors
PC-9705	Scheltzke RS 3000-HY Holding Tank
PC-HB9039	Montabert V46SHD Hydraulic Breaker
PC-LT011	Wanco WALI6K Light Tower
PC-LT012	Wanco WLTT-4MM6K Light Tower
PC-LT014	Wanco WLTT-4MM6K Light Tower
PC-LT016	Wanco WLTT-4MM6K Light Tower
PC-LT019	Wanco WLTT Light Tower
PC-LT021	Wanco WLTT Light Tower
PC-LT024	Wanco WLTT-4MK106K Light Tower
PC-LT025	Wanco WLTT-4MK106K Light Tower
PC-LT028	Wanco WLTT-4MK106K Light Tower
PC-LT029	Wanco WLTT-4MK106K Light Tower
RH001	Comacchio R2400 Rotary Head
RH002	CT36 Rotary Head
RH003	R2400S Rotary Head
RH004	EuroDrill HD8021 Rotary Head
RH005	Bauer DKS 50/100 Dual Rotary Head
RH015	Comacchio RH5500 Rotary Head
SC001	Surveillance Cart
SC002	Surveillance Cart
SC003	Surveillance Cart
SC004	Surveillance Cart
SC005	Surveillance Cart
SEB001	Surveillance Equipment Box
SEB002	Surveillance Equipment Box
SEB003	Surveillance Equipment Box
SEB004	Surveillance Equipment Box
SEB006	Surveillance Equipment Box
SEB010	Surveillance Equipment Box
SEB011	Surveillance Equipment Box
SEB012	Surveillance Equipment Box
SEB013	Surveillance Equipment Box
SEB014	Surveillance Equipment Box
SEB015	Surveillance Equipment Box
SEB016	Surveillance Equipment Box
SEB017	Surveillance Equipment Box
SEB018	Surveillance Equipment Box
SST001	VORP Energy 400W Solar Surveillance Trailer



SST002	VORP Energy 800W Solar Surveillance Trailer
SST003	VORP Energy 800W Solar Surveillance Trailer
SST004	VORP Energy 800W Solar Surveillance Trailer
SST005	Solar Surveillance Trailer
SST006	Solar Surveillance Trailer
SST007	Solar Surveillance Trailer
SST008	Solar Surveillance Trailer
SST009	Solar Surveillance Trailer
SST010	Solar Surveillance Trailer
SST011	Solar Surveillance Trailer
SST012	Solar Surveillance Trailer
SST013	Solar Surveillance Trailer
SST014	Solar Surveillance Trailer
SST015	Solar Surveillance Trailer
SST016	Solar Surveillance Trailer
SST017	Solar Surveillance Trailer

[redacted]

NO TEXT ON THIS PAGE

14. In what manner have you inspected this proposed work? Explain in detail.

Visited and Inspected propsed job site

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

If we are the low bidder will submit our detailed work plan

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Chuck Forte, VP See attached resume

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

See Attached

Posillico
We know how.

CHARLES A. FORTE, JR.

Posillico Civil, Inc.

Vice President, Paving Division Manager

Total Years of Experience
27

Years of Experience as Vice President, Paving Division Manager
9

Education
BS Business Administration, Ohio State University, 1993

Training
OSHA 40 HR. HAZWOPER

OSHA 8 HR. Refresher

OSHA 30 HR

Annual H & S Review for Managers

Confined Space Safety

MTA/LIRR Roadway Protection Training

Excavation Competent Person Certification

G.H.S./Haz-Com Awareness Training

Asbestos Awareness Training

Pre-Task Planning Initiative

1 Call/Mark Out/811

Medically Cleared and Fit Tested for use of Respirator

AED/CPR

New Hire Orientation "Train the Trainer"

Office Hazard Awareness Training

Vice President, Paving Division Manager, 2011-Present

Mr. Forte is responsible for developing business plans for the paving division and soliciting new customers. He is currently bidding [redacted] of paving work and has completed [redacted] paving work per year.

Vice President, Director of Field Operations, 2002-2011

Mr. Forte's responsibilities included the coordinated scheduling of over 250 union employees daily. He oversaw multiple job sites and assisted job scheduling with the project manager. In addition, he tracked job costs on all projects, managed equipment for all job sites, coordinated subcontractors and enforced company safety policies.

Posillico Project Experience

Nassau County Phase 77, Resurfacing Various County Roads; Nassau County, NY; [redacted] 06/2019-10/2019; Division Manager: Completed this project in under 90 days to achieve an incentive on the job to finish early. Developed project schedules, and weekly meetings to coordinate subcontractors on job. Supervised labor, equipment, subcontractors, and materials for the installation of drainage, utilities, paving. Communicated with a citizen group to keep them informed of project. Owner: NCDPW.

NYIT Stormwater Project; Old Westbury, NY; [redacted] 7/2019-09/2019; Division Manager: Installation of a storm trap system on the grounds of NYIT, rehabilitated parking lot. Coordinated with the administration for scheduling and completed project prior to students return to campus. Owner: NYIT.

NYSDOT Reconstruction of Route 24; Nassau County, NY; [redacted] Project Superintendent: Supervised labor, equipment, subcontractors, and ordering of materials for the installation of drainage, curbs, sidewalks, milling, paving, and 18 intersections with new signal equipment. Coordinated the installation of over 25,000 linear feet of telephone conduit, and 16 telephone maintenance holes for Verizon, along the median of Route 24. Owner: NYSDOT. Owner Contact: John McGullam, john.mcgullam@dot.ny.gov, 631-952-6632.

MTA/LIRR Parking Lot Improvements; [redacted] 03/2000-12/2000; Project Superintendent: Coordinated improvements at four LIRR parking lots. Supervised and oversaw various subcontractors at all separate locations. Developed a project schedule, and weekly meetings with LIRR and a citizen group. Owner: MTA LIRR.

NYSDOT Reconstruction of Route 25A; [redacted] 04/1999-11/1999; Project Superintendent: Developed project schedules, and weekly meetings to coordinate subcontractors on the job. Supervised labor, equipment, subcontractors, and materials for the installation of drainage, utilities, paving, and a precast concrete box culvert. Communicated with a citizen group to keep them informed of project. Owner: NYSDOT. Owner Contact: John McGullam, john.mcgullam@dot.ny.gov, 631-952-6632.

NYSDOT Reconstruction of Route 107; [redacted] 05/1998-03/1999; Project Superintendent: Joint venture with Scalamandre Construction. Supervised the

installation of 5,000+ linear feet of concrete median barrier, scheduled and coordinated excavation and concrete for over 1,500 cubic yards of calcium chloride patches. Owner: NYSDOT. Owner Contact: John McGullam, john.mcgullam@dot.ny.gov, 631-952-6632.

Expansion of LIE HOV Lanes Exits 46-49; Nassau County, NY; 09/1995-05/1998; Assistant Superintendent: Assisted in day-to-day scheduling of bridge demolition, pouring of new bridges, noise wall installation and other aspects of highway construction. Coordinated with NYSDOT and NCPD over various bridge demolitions over the LIE on weekends.

Requirements Contract for Sanitary Sewers; 03/1994-09/1995; Assistant Superintendent: Directed several crews in the replacement of existing sewers and oversaw the installation of a complex dewatering system.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Uniondale NY 11553	**CONTACT NAME:** Karl Hucke **PHONE (A/C, No, Ext):** 516-404-7697 **FAX (A/C, No):** **E-MAIL ADDRESS:** karl.hucke@alliant.com
INSURED POSICIV-01 Posillico Civil, Inc. 1750 New Highway Farmingdale NY 11735	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Liberty Mutual Fire Insurance 23035 **INSURER B :** Starr Indemnity & Liability Co 38318 **INSURER C :** SiriusPoint Specialty Insuranc 16820 **INSURER D :** Liberty Insurance Corporation 42404 **INSURER E :** First Liberty Insurance Corpor 33588 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER** [redacted] **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	[redacted]	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	[redacted]	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	[redacted]	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	[redacted]	4/1/2025	4/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability Professional Liability			[redacted]	4/1/2025	4/1/2026	Each Incident/Agg Each Claim/Agg	$10,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

NO TEXT ON THIS PAGE

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
SUFFOLK)ss.:
COUNTY OF ~~NASSAU~~)

Michael J. Trotta, VP
_____ Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of [redacted] that he is the Vice President of
Posillico Civil, Inc.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 18th day of AUGUST , 2025 .

MINDY RUBENSTEIN
NOTARY PUBLIC, STATE OF NEW YORK
No. 01RU0007153
Qualified in Suffolk County
Commission Expires 5/10/2027

Mindy Rubenstein
Notary

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is a member of
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

NO TEXT ON THIS PAGE

NOTICE OF AWARD

International Union of Operating Engineers

Local Unions 138, 138A, 138B & 138C
P (631) 694-2480 F (631) 753-6760 www.local138.com

Nassau & Suffolk Counties
P.O. Box 206, Farmingdale, New York 11735-0206

JOHN DUFFY
BUSINESS MANAGER & TREASURER

WILLIAM K. DUFFY, Jr.
President

JOHN J. DUFFY
Vice President

ANTHONY MALIZIA
Recording Corresponding Secretary

DENNIS S. ADRIAN
Financial Secretary

August 14, 2025

NCDPW

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
Posillico Civil

Bid Name: Nassau County Merrick Road Rehabilitation Phase 1 / H61126-68G1

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to **Posillico Civil,** to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2028. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1611 LOCUST AVENUE
BOHEMIA, N.Y. 11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

FUND ADMINISTRATOR
ANNALISA C. DEFALCO, ESQ.

TRAINING DIRECTOR
DENNIS J. FEENEY

BOARD OF TRUSTEES
GEORGE F. TRUICKO, JR.
GEORGE S. TRUICKO
WILLIAM FLYNN
FRANK DAMIANO, JR.
MARC HERBST
JASON GOLDEN
DONNA DEFEDE
PHILIP BEYER

Re: Road and Heavy Construction Laborers' Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

August 14, 2025

Owner : NCDPW
Description : Nassau County Merrick Road Rehabilitation Phase 1
Contract/Bid No. : H61126-68G1

TO WHOM IT MAY CONCERN:

This letter shall confirm that the Local 1298 Joint Apprenticeship Training Program ("Training Program") is a registered And approved program under New York State and Federal regulations and guidelines. The Training Program is co-sponsered by the Road and Heavy Construction Laborers' Union No. 1298 ("Union") and the employers that are signatory to a Collective Bargaining Agreement ("CBA") with the Union. This letter will further comfirm that Posillico Civil. is a current signatory to the CBA with the Union for the period June 1,2022, through May 31, 2026.

Any additional questions should be directed to my attention.

Sincerely,

Dennis J. Feeney

Training Director
Joint Apprenticeship Training Fund

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

POSILLICO CIVIL, INC.
1750 NEW HIGHWAY
FARMINGDALE, New York 11735
Phone Number: 6312491872
Registration Number: [redacted]
Date of Issue: 2024-12-04
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of Labor

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Posillico Civil Inc.

2. Amount requiring NIFA approval: $11,794,495.75

Amount to be encumbered: $11,794,495.75

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Five Hundred Forty (540) Calendar Days from Notice To Proceed
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This contract provides for rehabilitation of Merrick Road Phase 1 from Jackson Avenue to County Line Road. The work includes full depth concrete replacement, miscellaneous repairs, installation of concrete curbs, Sidewalk, ADA compliant curb ramps, and all other incidental work.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 03/06/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: November 10, 2025

SUBJECT: Contract No: H61126-68G1
Merrick Road Rehabilitation-Phase 1
Posillico Civil, Inc.
Responsibility Determination Memo

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contracts.

NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred. Vendor possesses requisite licenses.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

SUBJECT: Contract No: H61126-68G1
Merrick Road Rehabilitation-Phase 1
Posillico Civil, Inc..
Responsibility Determination Memo

4. Past Performance
Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part

of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Vendor Adverse Information

Vendor has paid two fines, $2,500 and $10,000, to the New York State Public Service Commission for failing to call the one–call notification system prior to excavating and in each incident, damaged a gas service line. To address the Department's concern regarding the violations of the one call notification requirement, vendor has previously suppled a letter describing the safety precautions it has and will implement to ensure that there will be no similar violations during the County work and the Department is satisfied with the planned precautions. Additionally, Vendor included with its Business History form correspondence between the Vendor and the New Jersey Department of Labor (NJDOL) regarding a potential failure by a Vendor subcontractor to pay prevailing wage. In its letter to NJDOL, Vendor clarified that the entity identified in the NJDOL letter was a supplier rather than a subcontractor – so the Vendor was not responsible for checking the paid wages. The Department has concluded that the vendor is a responsible vendor for the performance of the scope of work in Contract H61126-68G1.

Jane Houdek
Attorney for DPW

JH:pl

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Posillico Civil, Inc. state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Posillico Civil, Inc.

Vendor's Address: 1750 New Highway Farmingdale NY US 11735

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 01/12/2026 10:26:29 am

Lobbyist Registration and Disclosure Form: 01/07/2026 10:16:56 am

Business History Form certified: 01/07/2026 10:18:15 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 01/07/2026 10:17:18 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Shareholder - Joseph D. Posillico, III [JP3@POSILLICOINC.COM]
Date Certified	01/08/2026 01:20:11 pm

Principal Name	President - Joseph K. Posillico [JKPOSILLICO@POSILLICOINC.COM]
Date Certified	01/07/2026 06:11:35 pm

Principal Name	CFO - Richard Nota [RNOTA@POSILLICOINC.COM]
Date Certified	01/07/2026 01:23:45 pm

Principal Name	SVP/COO - Larry Gillman [LGILLMAN@POSILLICOINC.COM]
Date Certified	01/12/2026 10:23:33 am

Principal Name	EVP/Secretary - Michael J. Posillico [MPOSILLICO@POSILLICOINC.COM]
Date Certified	01/07/2026 01:52:19 pm

I, Posillico Civil, Inc. hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Jillian Brown BREAKWATERQUALS@POSILLICOINC.COM

Name

Prequalification Manager

Title

Posillico Civil, Inc.

Name of Submitting Entity

01/12/2026 10:32:59 am

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 01/08/2026

1) Proposer's Legal Name: Posillico Civil, Inc.

2) Address of Place of Business: 1750 New Hwy

City: Farmingdale State/Province/ Territory: NY Zip/Postal Code: 11735

Country: US

Address: 10 Logrande Court

City: Bohemia State/Province/ Territory: NY Zip/Postal Code: 11716

Country: US

Start Date: End Date:

Address: 11000 Richmond Ave, Suite 100

City: Houston State/Province/ Territory: TX Zip/Postal Code: 77042

Country: US

Start Date: End Date:

Address: 120 Eagle Rock Ave, Suite 220

City: East Hanover State/Province/ Territory: NJ Zip/Postal Code: 07936

Country: US

Start Date: End Date:

Address: 131-36A 20th Avenue

City:	College Point	State/Province/ Territory:	NY	Zip/Postal Code:	11356
Country:	US				
Start Date:				End Date:	

Address:	160 Mine Lake Ct., Ste 200				
City:	Raleigh	State/Province/ Territory:	NC	Zip/Postal Code:	27615
Country:	US				
Start Date:				End Date:	

Address:	1610 New Highway				
City:	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country:	US				
Start Date:				End Date:	

Address:	210 Little Falls Church, Suite 300				
City:	Falls Church	State/Province/ Territory:	VA	Zip/Postal Code:	22046
Country:	US				
Start Date:				End Date:	

Address:	2101 S IH-35, Suite 500				
City:	Austin	State/Province/ Territory:	TX	Zip/Postal Code:	78741
Country:	US				
Start Date:				End Date:	

Address:	250 Lakeview Avenue				
City:	Valhalla	State/Province/ Territory:	NY	Zip/Postal Code:	10595
Country:	US				
Start Date:				End Date:	

Address:	3160 Fairview Park Dr, Suite 400				
City:	Falls Church	State/Province/	VA	Zip/Postal	22042

		Territory:		Code:	
Country:	US				
Start Date:				End Date:	

Address:	319 Clematis St., Suite 808				
City:	West Palm Beach	State/Province/ Territory:	FL	Zip/Postal Code:	33401
Country:	US				
Start Date:				End Date:	

Address:	3607 Plantation Grove Blvd, Suite 203B				
City:	Mission	State/Province/ Territory:	TX	Zip/Postal Code:	78572
Country:	US				
Start Date:				End Date:	

Address:	427 Bloomfield Avenue-Suite 205				
City:	Montclair	State/Province/ Territory:	NJ	Zip/Postal Code:	07042
Country:	US				
Start Date:				End Date:	

Address:	50 S Center Street Ste 7				
City:	Orange	State/Province/ Territory:	NJ	Zip/Postal Code:	07050
Country:	US				
Start Date:				End Date:	

Address:	630 Johnson Ave. Suite 104				
City:	Bohemia	State/Province/ Territory:	NY	Zip/Postal Code:	11716
Country:	US				
Start Date:				End Date:	

Address:	655 Furrows Rd.				
City:	Holtsville	State/Province/ Territory:	NY	Zip/Postal Code:	11742

Country: US
Start Date: End Date:

Address: 8123 East US Highway 83
City: Rio Grande City State/Province/ Territory: TX Zip/Postal Code: 78582
Country: US
Start Date: End Date:

Address: 9811 S I 35 Building 6, Unit 100
City: Austin State/Province/ Territory: TX Zip/Postal Code: 78744
Country: US
Start Date: End Date:

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) S. Corporation.

No information shared with Nassau County is to be disclosed to any third party without specific written consent. Posillico and its affiliates are privately held, therefore all corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and NYS Freedom of Information Act.

1 File(s) uploaded: Question # 6 PC Certificate of Good Standing April 2025.pdf

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [X] NO [ ] If yes, please provide details:

See Attachment Rent/Own Office Space

Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and NYS Freedom of Information Act.

1 File(s) uploaded: Shared Office Equipment Staff Expenses.pdf

8) Does this business control one or more other businesses?

YES [X] NO [ ] If yes, please provide details:

Martins Construction Corp. - 100% Ownership under Posillico Civil, Inc.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES [X] NO [ ] If yes, please provide details:

Yes, see attachment Subsidiary/Affiliate
Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

2 File(s) uploaded: #9 Entities.pdf, JV List.pdf

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?

YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

taken.

The violation on Surf Avenue was not our fault. We were issued a violation because instead of calling for a ticket number for Posillico, the crew used the mark outs that were laid out under Turner's Ticket #. The Mark-out was off by 6 feet. We called for a ticket number and new mark out.

I believe that the violation on November 13, 2017, occurred when a large rock was being broken up. A piece of the rock fell into the trench hitting the gas line. We coordinated the repair of the line and modified our operations.

1 File(s) uploaded: Question 13 Inspection Detail _ Occupational Safety and Health Administration osha.gov - Con-Strux Holtsville.pdf

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

ANSWER: NO CONFLICT OF INTEREST EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

Michael J. Trotta, VP is a cousin to Debra Mule, Nassau County District 5 County Legislator. There is no conflict of interest, however, we understand that an appearance of such may exist.

There are no other known relationships that could create a conflict of interest or the appearance of a conflict of interest.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

This is the same question as (ii) and we answer the same in response.
Michael J. Trotta, VP is a cousin to Debra Mule, Nassau County District 5 County Legislator. There is no conflict of interest, however, we understand that an appearance of such may exist.

There are no other known relationships that could create a conflict of interest or the appearance of a conflict of interest.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Posillico employees are subject to agreement in writing to our Employee Policies and Procedures as outlined in our Employee Handbook (attached hereto). This handbook addresses Client Relationships, Conflicts of Interest, Ethics and Conflicts of Interest Policy, Client Gratuities, Socializing with Clients and Subcontractors, Documentation of All Client Related Activities,

Reciprocity.
Posillico will adopt a conflict of interest procedure that includes relationships (family and personal) that could give the appearance of impropriety, or that should be disclosed. (Such as the SAMPLE attached)

1 File(s) uploaded: Question 17b. Employee Handbook 1.1.22 - With Supplements (2).pdf

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

02/04/1946

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Posillico, Inc. owns 100 % of Posillico Civil, Inc.
Joseph K. Posillico, President & CEO [redacted] of Posillico, Inc.
Michael J. Posillico, Secretary/EVP [redacted] of Posillico, Inc.
Joseph D. Posillico, III, Shareholder [redacted] of Posillico, Inc.

Richard Nota, Treasurer and CFO has no ownership but is an authorized signatory and officer of the Company. [redacted]
Lawrence Gillman, COO/SVP [redacted]

First Name	Joseph				
Last Name	Posillico				
MI	D	Suffix	III		
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory	NY	Zip/Postal Code	11735
Country	US				
Position	Shareholder				

First Name	Joseph				
Last Name	Posillico				
MI	K	Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory	NY	Zip/Postal Code	11735
Country	US				
Position	Chief Exec. Officer and President				

First Name	Michael				
Last Name	Posillico				
MI	J	Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory	NY	Zip/Postal Code	11735
Country	US				
Position	Executive Vice President and Secretary				

iii) Name, address and position of all officers and directors of the company. If none, explain.

First Name	Joseph
Last Name	Posillico

MI	D	Suffix	III		
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory	NY	Zip/ Postal Code	11735
Country	US				
Position	Shareholder				

First Name	Joseph				
Last Name	Posillico				
MI	D	Suffix	III		
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory	NY	Zip/ Postal Code	11735
Country	US				
Position	Senior Vice President				

First Name	Joseph				
Last Name	Posillico				
MI	K	Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory	NY	Zip/ Postal Code	11735
Country	US				
Position	Chief Exec. Officer and President				

First Name	Michael				
Last Name	Posillico				
MI	J	Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory	NY	Zip/ Postal Code	11735
Country	US				
Position	Executive Vice President and Secretary				

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

949

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

See attached

2 File(s) uploaded: BHF PC question A VII pt 2.pdf, BHF PC question A VII.pdf

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

80

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Please see the attached

1 File(s) uploaded: BHF PC question C.pdf

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Town of Hempstead		
Contact Person	Brian Kunzig		
Address	1 Washington Street		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 489-5000		
Fax #			
E-Mail Address	briankun@hempsteadny.gov		

Company	Town of Huntington		
Contact Person	Bianca Dresch		
Address	432 Park Ave		
City	Huntington	State/Province/Territory	NY
Country	US		
Telephone	(631) 351-3061		
Fax #			
E-Mail Address	bdresch@huntingtonny.gov		

Company	Town of Babylon		
Contact Person	Richard Grohn		
Address	DEC Romm 213		
City	North Babylon	State/Province/Territory	NY
Country	US		
Telephone	(631) 442-7640		

Fax #	(000) 000-0000
E-Mail Address	rgroh@townofbabylon.com

I, Jillian Brown , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jillian Brown , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

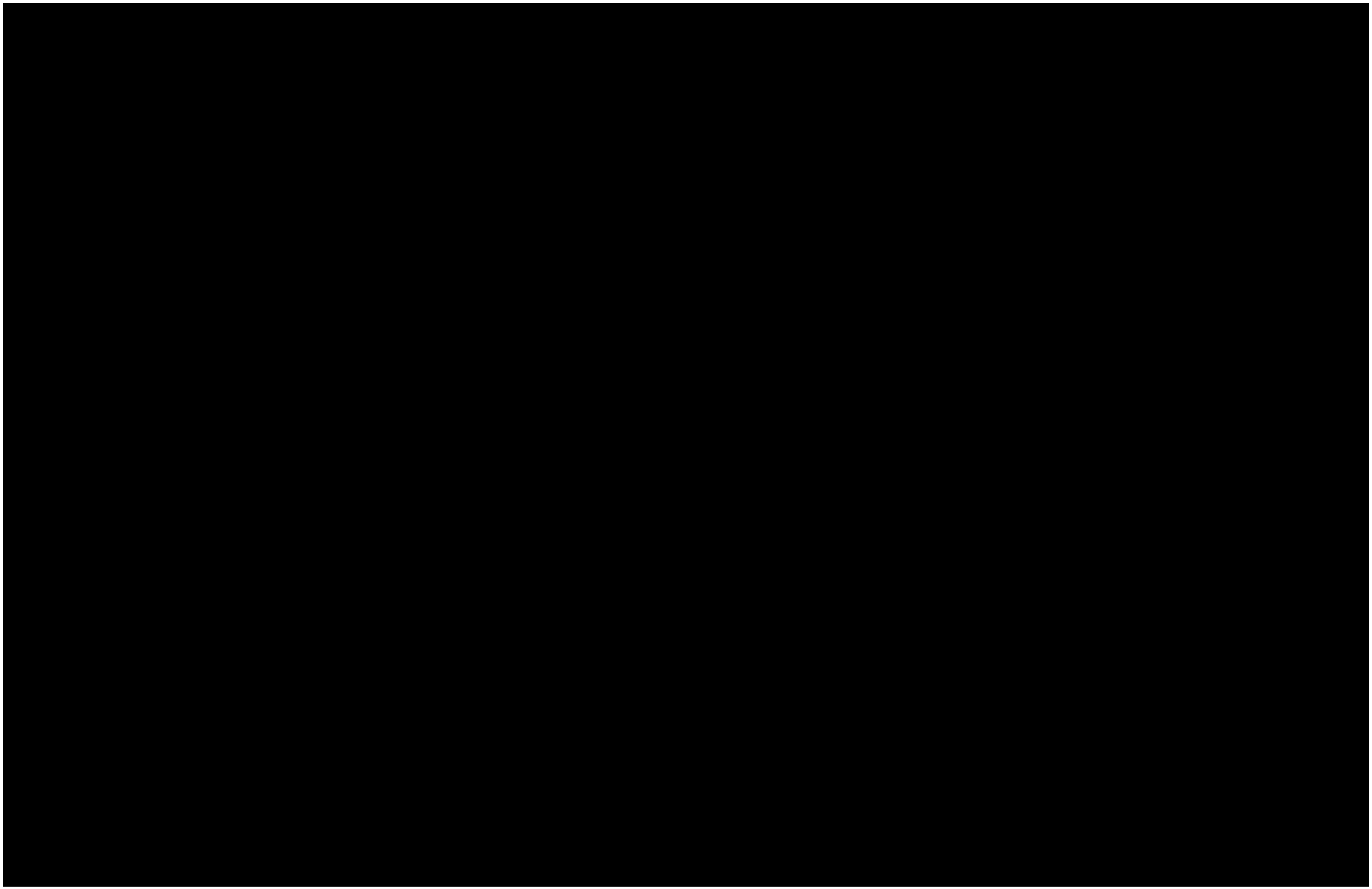
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

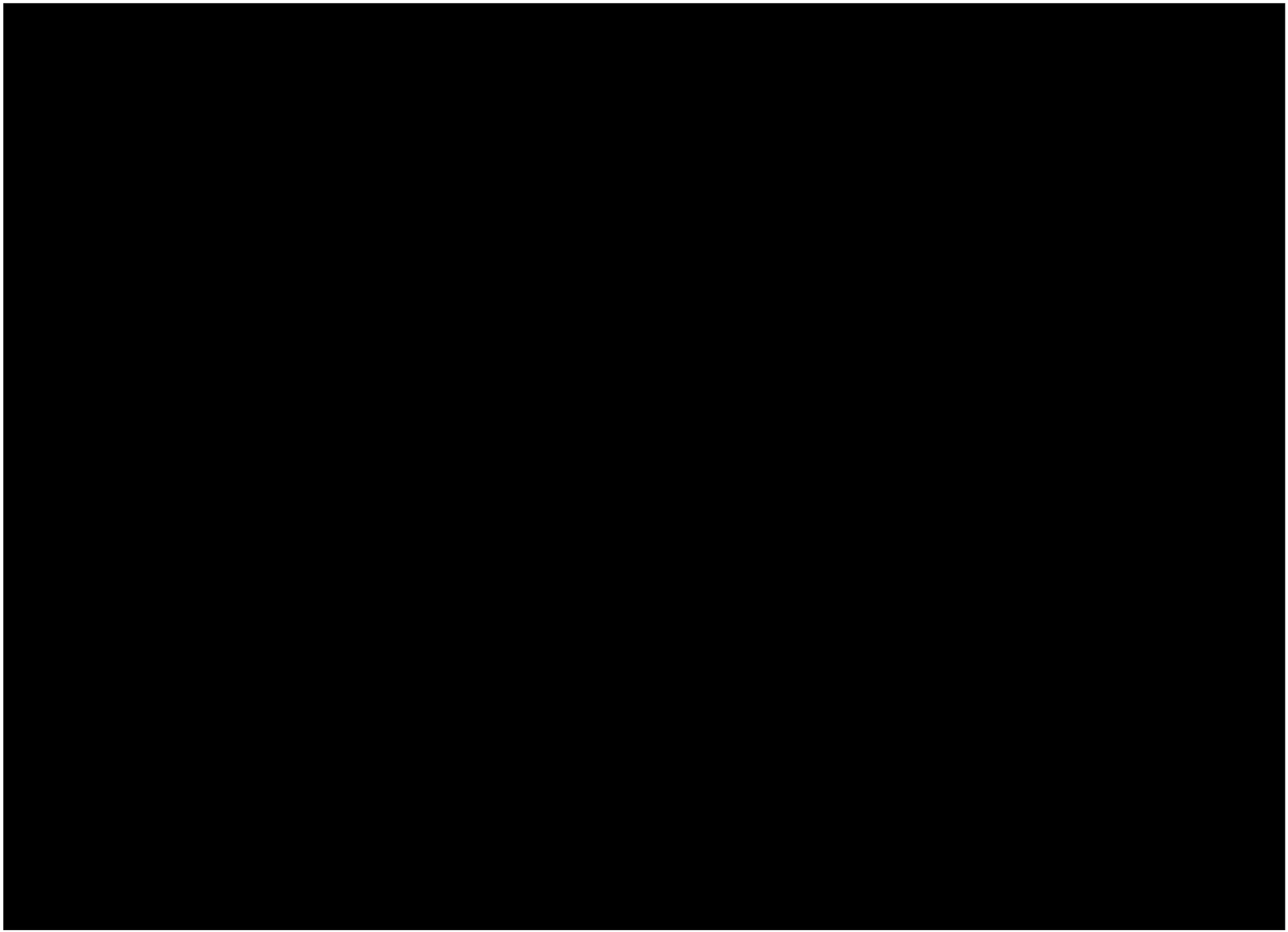
Name of submitting business: Posillico Civil, Inc.

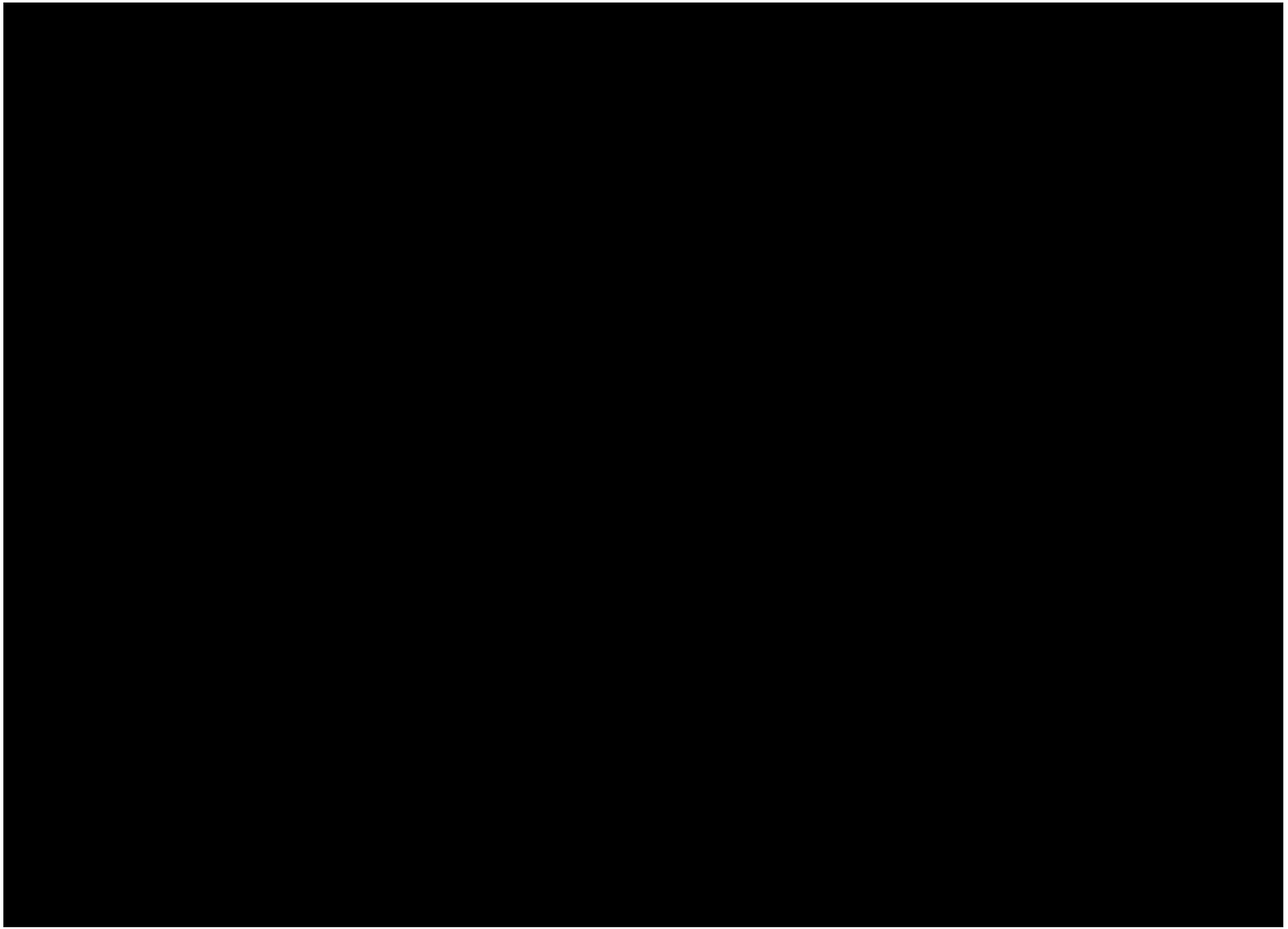
Electronically signed and certified at the date and time indicated by:
Jillian Brown BREAKWATERQUALS@POSILLICOINC.COM

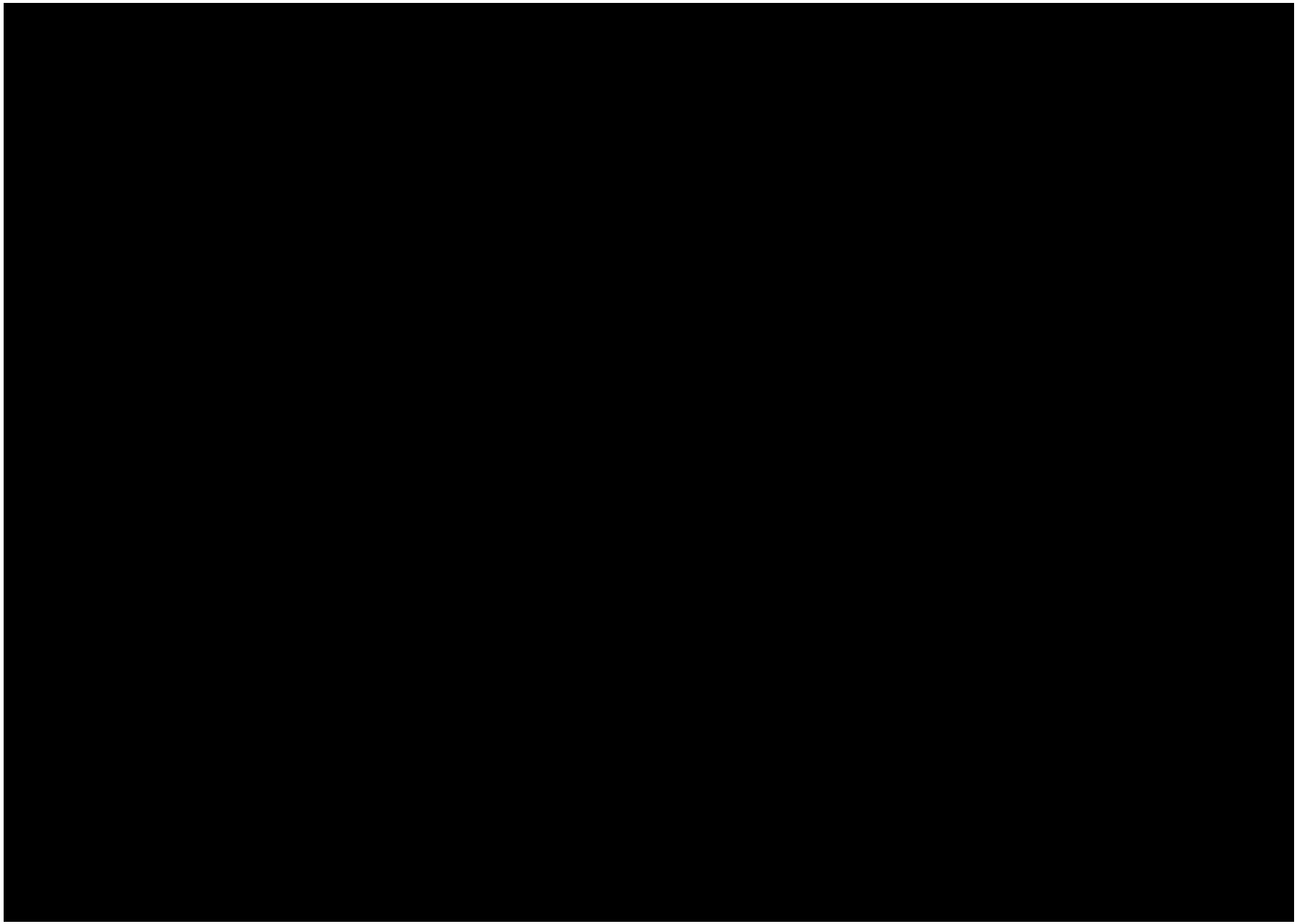
Prequalification Manager
Title

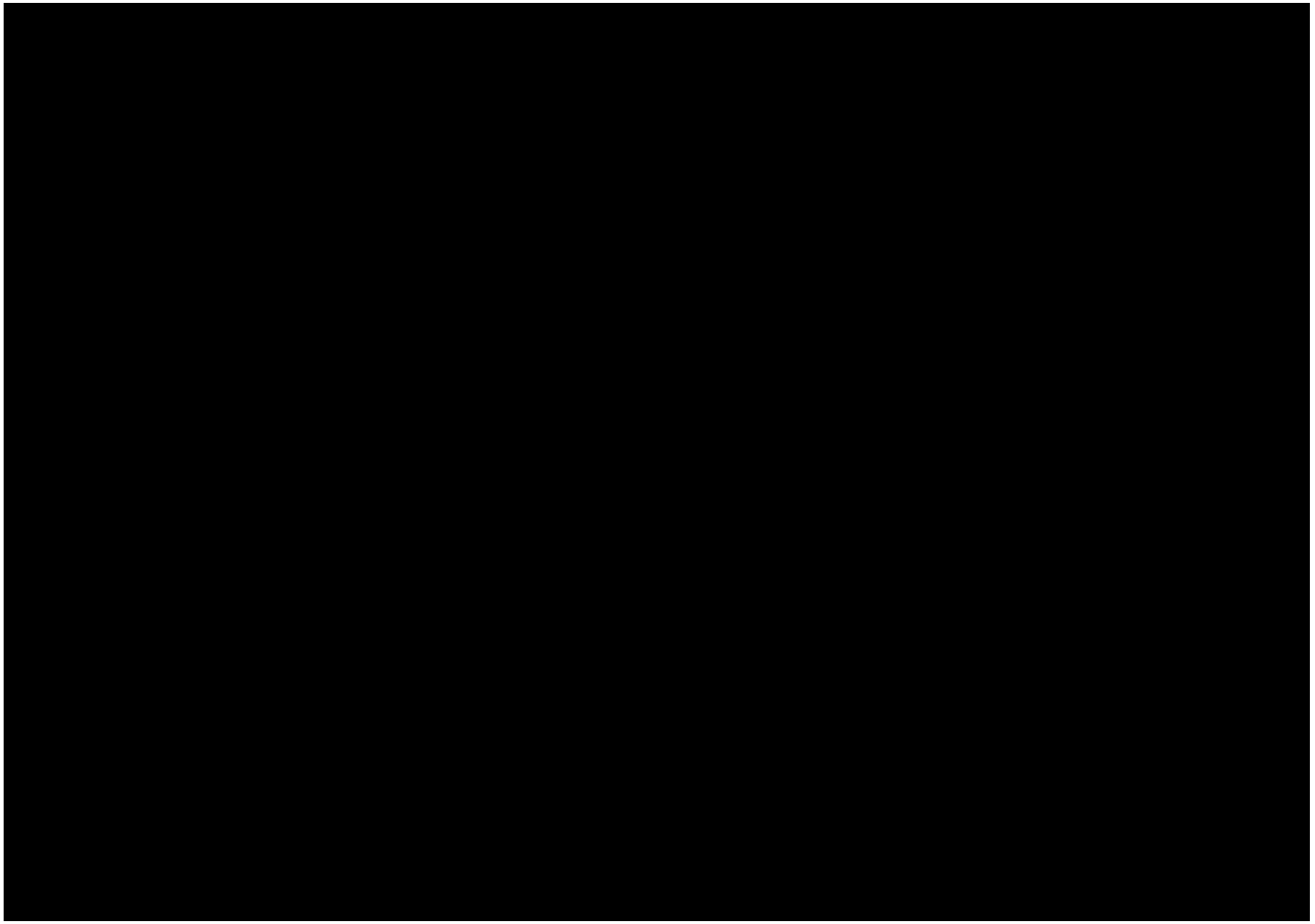
01/07/2026 10:18:15 am
Date

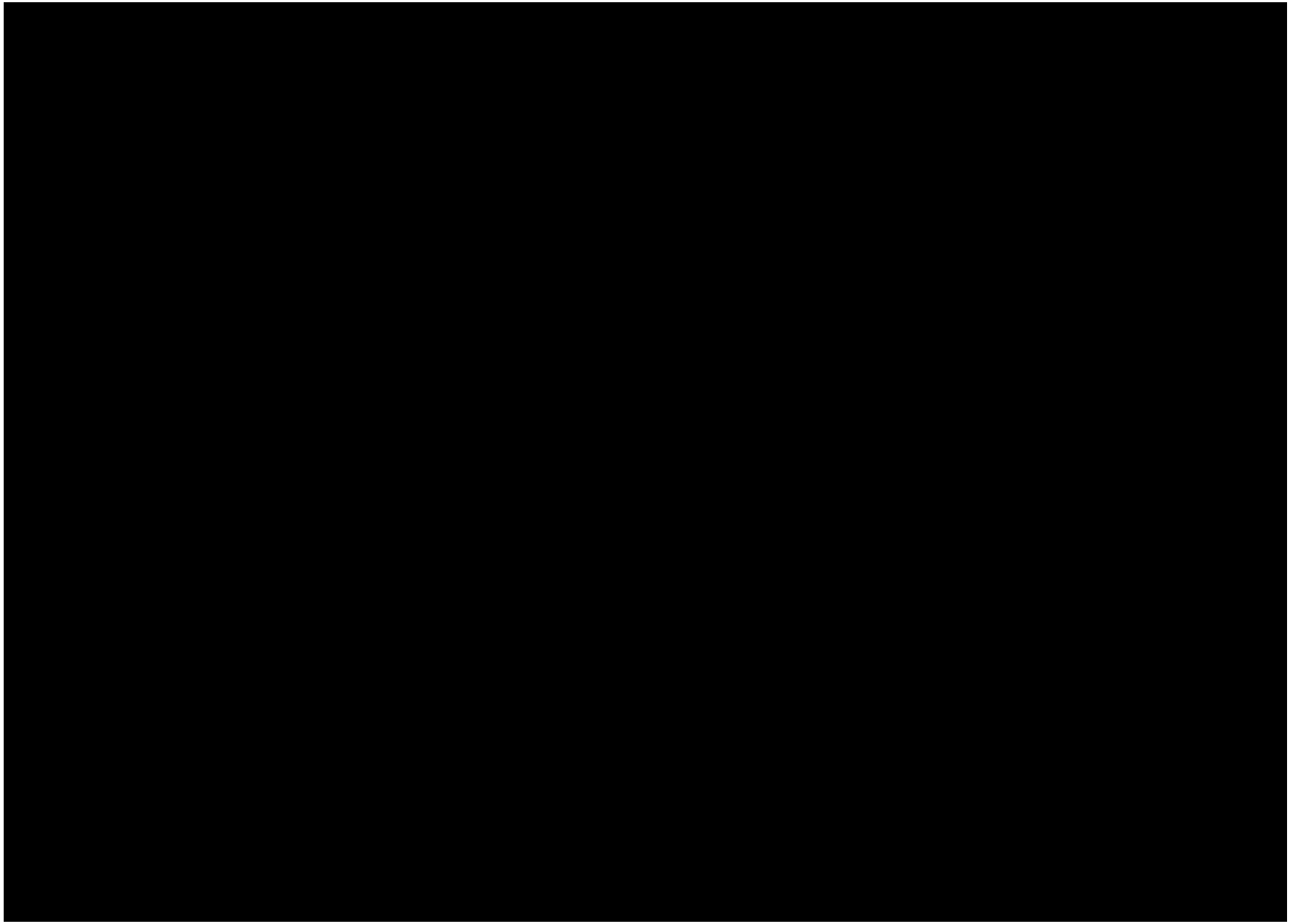


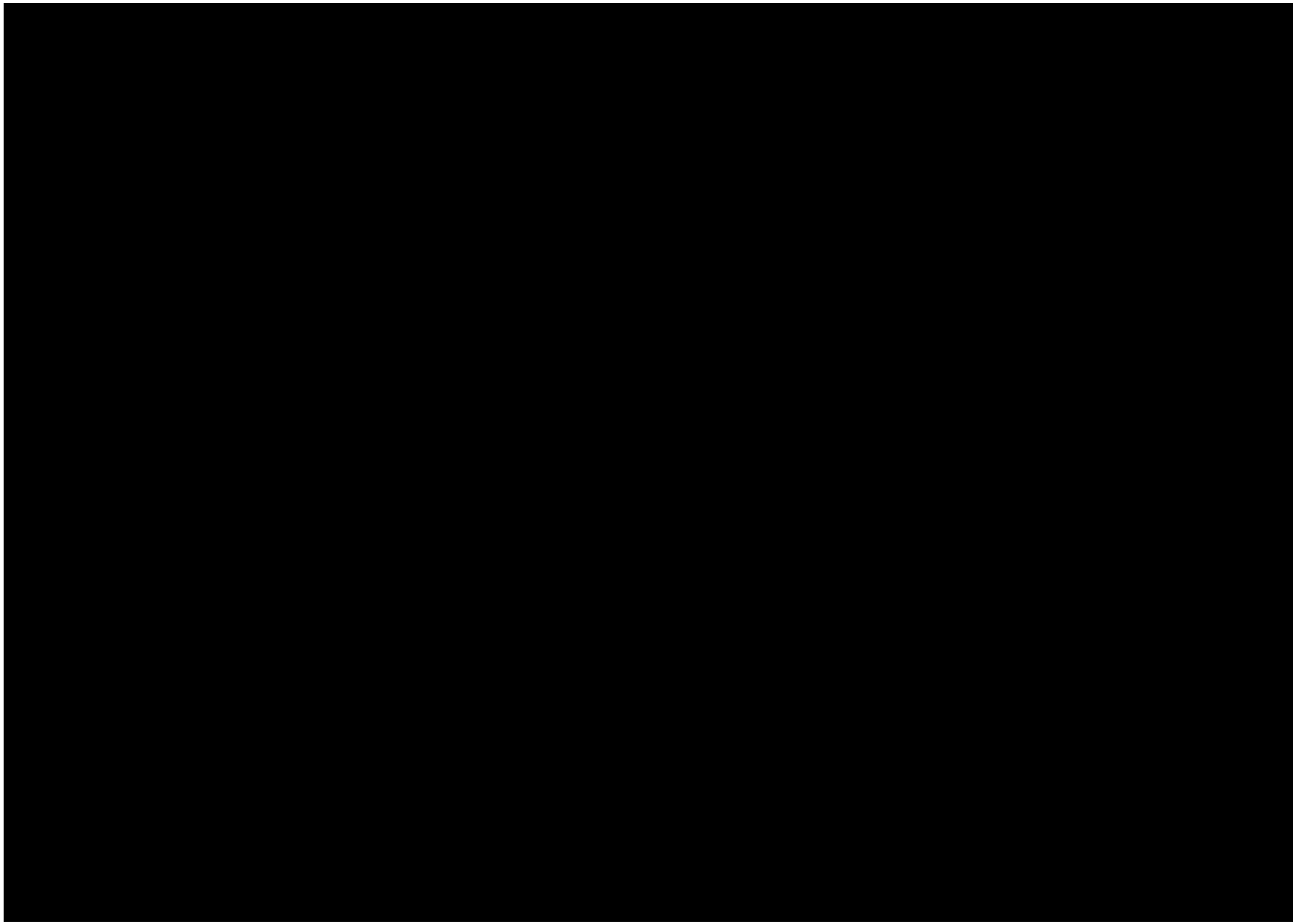


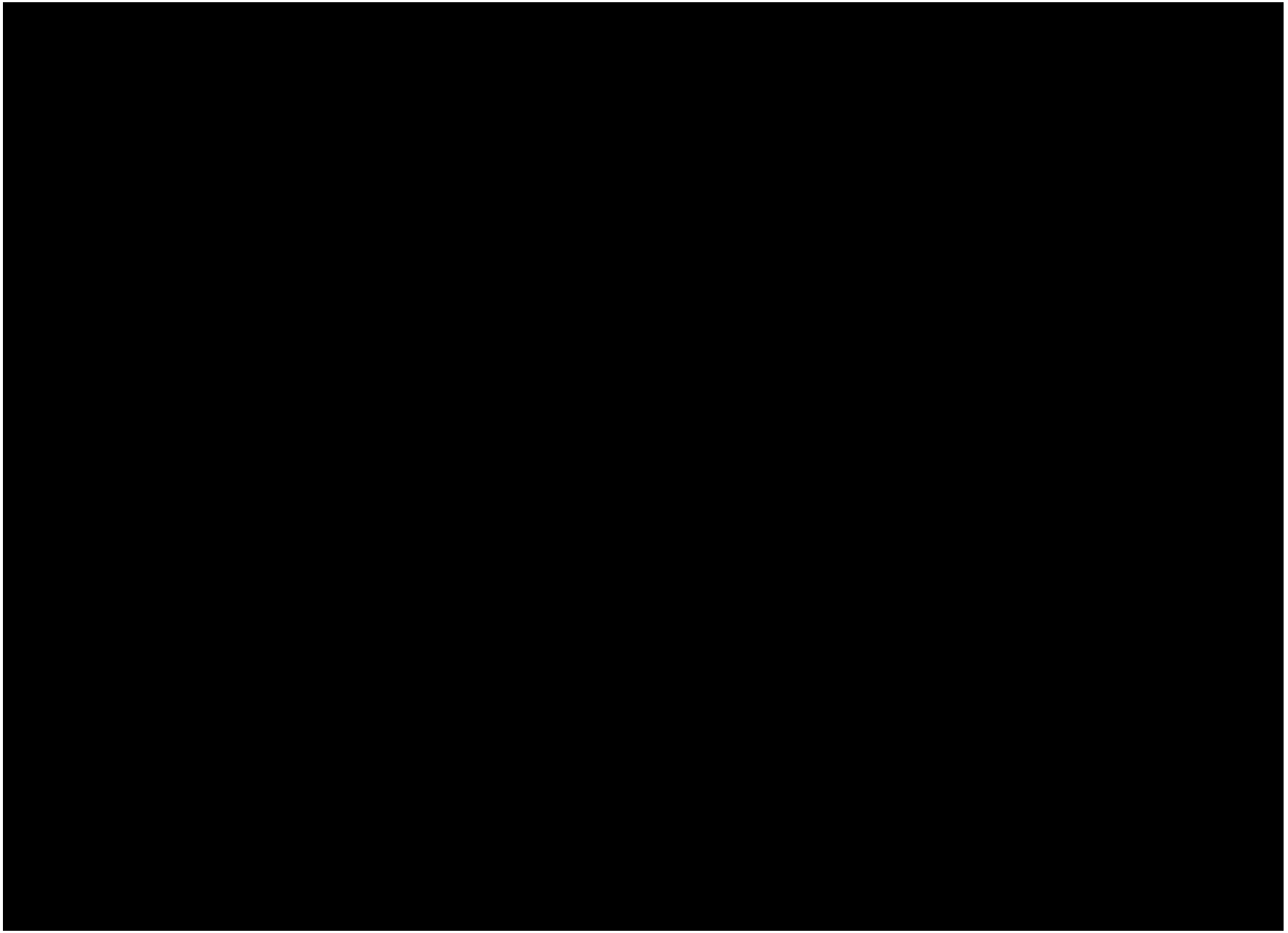


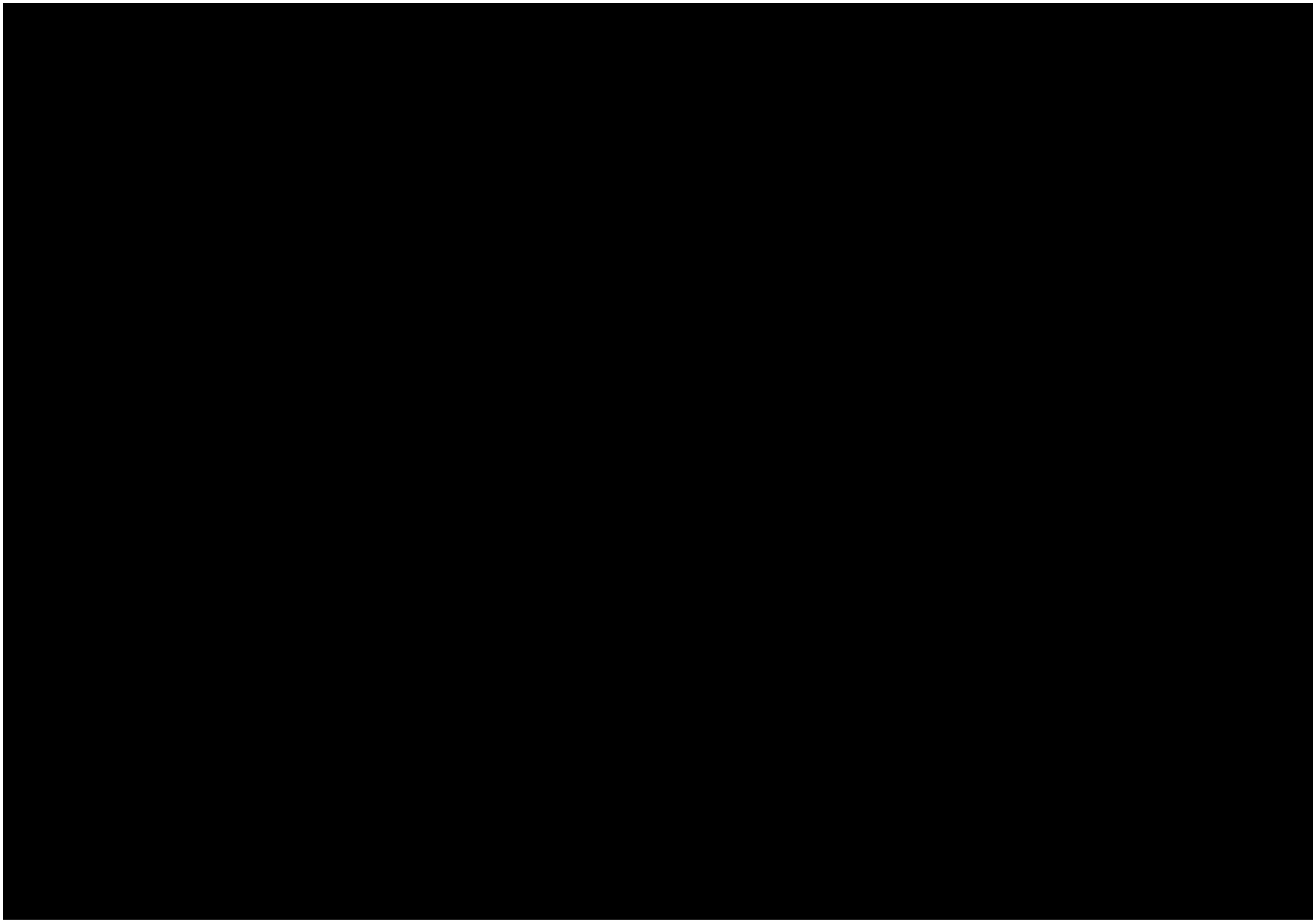












An official website of the United States government. Here's how you know

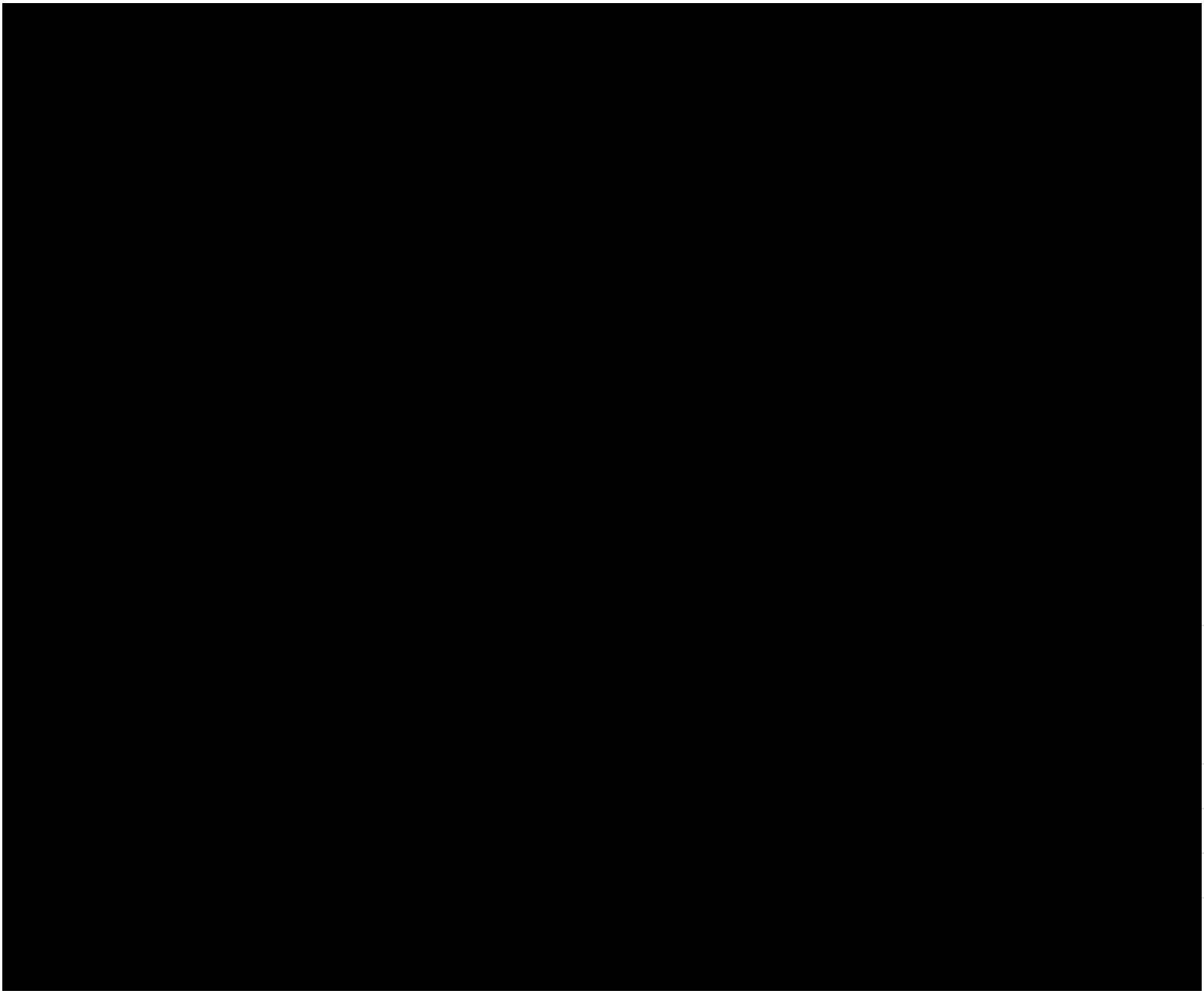
The .gov means it's official.
Federal government websites often end in .gov or .mil. Before sharing sensitive information, make sure you're on a federal government site.

The site is secure.
The **https://** ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.

Inspection Detail

Case Status: CLOSED

[redacted]



U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
1-800-321-OSHA
1-800-321-6742
www.osha.gov

FEDERAL GOVERNMENT

White House

Benefits.gov

Coronavirus Resources

Disaster Recovery Assistance

DisasterAssistance.gov

USA.gov

Notification of EEO Violations

No Fear Act Data

U.S. Office of Special Counsel

OCCUPATIONAL SAFETY & HEALTH

Frequently Asked Questions

A - Z Index

Freedom of Information Act - OSHA

Read the OSHA Newsletter

Subscribe to the OSHA Newsletter

OSHA Publications

Office of Inspector General

ABOUT THE SITE

Freedom of Information Act

Disclaimers

Plug-Ins Used on DOL.gov

Accessibility Statement

Connect With DOL

Employee Handbook

Sixth Edition

January 2022

Table of Contents

INTRODUCTION
Employee Welcome Message
Introductory Statement

EMPLOYMENT **100**
Equal Employment Opportunity 110
Diversity, Equity and Inclusion 115
Anti-Harassment including Sexual Harassment 120
Employment Relations 130
Drug Free Workplace 140
Ethics Policy and Conflicts of Interest 150
Nepotism Policy 160
Outside Employment 170

EMPLOYMENT STATUS AND RECORDS **200**
Employment Categories 210
Personnel Data Changes 220
Performance Evaluation 230
Access to Personnel Files 240

WORKING AT POSILLICO **300**
Work Schedules 310
Timekeeping 320
Overtime 330
Payroll Practices 340
Compensation and Deductions 350
Business Travel Expense 360
Automobile Policy 370

EMPLOYEE BENEFIT PROGRAMS **400**
Employee Benefits Overview 410
Health Insurance (Medical, Dental, Vision) 420
Life Insurance 430
Workers' Compensation Insurance 440
Short-Term Disability Benefit Policy & Salary Continuation 450
Long-Term Disability Benefit Policy 460
401(k) Savings Plan 470
Posillico Profit Sharing Plan 480
Tuition Reimbursement 490

PAID TIME OFF AND LEAVES OF ABSENCE **500**
Holidays 510
Paid Time Off (PTO) 520
Family and Medical Leave Act (FMLA) 530
Non-FMLA Leave 540
Bereavement Leave 550

Jury Duty Leave 560
Military Leave 570
Lactation Leave 580

WORK CONDITIONS AND RULES 600
Employee Conduct and Work Rules 605
No Smoking 610
Attendance and Punctuality 615
Use of Mail Systems 620
IT and Communications Policy (Including Social Media/Blogging) 625
Corporate Credit Card – ComData 630
Fuel Card Usage & Fuel Reimbursement Policy 635
Telephone/Cell Phone/Voice Mail Use 640
Use of Cell Phone While Driving 645
Cell Phone Reimbursement Program 650
Job Postings 655
Solicitation and Distribution of Non-Company Literature 660
Dress Code 665
Stationery 670
Security Inspections 675
Safety 680
Workplace Violence: Standard Policy 685

CONFIDENTIALITY 700
Confidential Information 710
Unauthorized Disclosure 720
Safeguarding Confidential Information 730
Questions About Particular Situations 740

TERMINATION OF EMPLOYMENT 800
Terminations 810
Non-Solicitation of Employees 820

APPENDIX
Code of Business Ethics
New York State Supplement
New Jersey State Supplement
Texas State Supplement
Exhibit A – Corporate Drug and Alcohol Policy
Exhibit B – Corporate Fleet Safety Policy
Exhibit C – Antitrust Compliance Policy

Welcome to Posillico Inc. and its integrated companies, divisions, subsidiaries, entities, affiliates, joint ventures, partnerships, including but not limited to P. Park, UHPC Solutions and Southern Border Constructors, in the heavy construction industry. We have maintained a commitment to producing quality work and providing innovative engineering products and services for our clients. Our dedication and commitment continues to set the highest standards for excellence in our industry and for our clients.

The Posillico family has preserved its commitment to values, innovation in construction, and partnering with clients since 1946. We uphold our pledge for on-time performance, fiscal accountability, and a strong work ethic. The ideals of developing technical skills and educating our Employees that were started by our founder, Joseph D. Posillico Sr., continue to be the foundation of our company today.

We expect to be the employer and organization of choice in each of the markets that we serve. Every Employee is expected to adhere to Posillico's core competencies of teamwork, communication, self-regulation, empathy, and motivation for self and our company. Additionally, all Employees should know and exhibit the core values that Posillico has set forth including being caring/committed, open-minded/teachable, mature/self-disciplined, ethical, collaborative/innovative with an emphasis on diversity, equity and inclusion, and accountable. These are not just ways of being; they are the principles that our company was founded upon. It is these principles that will continue to inspire and lead the way for our future.

Posillico has grown over the years through its sound operations and well-known reputation. This has made us a stronger and a more reliable company that is able to sustain fluctuations in market conditions. By focusing our unique corporate entities under Posillico, we can better serve our clients by providing a complete range of services for all their needs.

Posillico is ready to seize the opportunities that will build well-defined infrastructures, preserve the environment, and improve the quality of life where we live.

Joseph K. Posillico, Chief Executive Officer and President

INTRODUCTORY STATEMENT

This Employee Handbook is designed to acquaint you with Posillico Inc. and its integrated companies, divisions, subsidiaries, affiliates, entities, joint ventures, partnerships, including but not limited to P. Park, UHPC Solutions and Southern Border Constructors (collectively referred to as "Posillico", "Employer" or "Company") and to provide you with information about our environment, Employee benefits, and some of the policies affecting your employment. It describes many of your responsibilities as an Employee and outlines programs developed by Posillico to benefit our Employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth. You should read, understand, and comply with all lawful provisions of the Employee Handbook.

This Employee Handbook is only considered a source of reference. Neither this Employee Handbook nor any communication by a management representative is intended to create an employment contract, bargain, or agreement, or a contractual obligation of any kind between any Posillico member and its Employees. The need may arise from time to time to change, add to, or rescind the policies, or benefits described in this Employee Handbook as well as other Posillico guidelines, policies, or working conditions. Therefore, Posillico and its plan administrators, if applicable, shall have the maximum discretion permitted by law to revise, supplement, or rescind any policies, benefits or any portion of this Employee Handbook as the organization deems appropriate, in their sole and absolute discretion, without notice, although an effort may be made to advise Employees of changes as they occur. Nothing in this Employee Handbook should be construed as a promise of specific treatment in any specific situation upon which an Employee should rely.

Neither the Employee nor Posillico is bound to continue the employment relationship for any specific period of time. Employees are employed with Posillico at-will, which means they may end their employment relationship with Posillico at any time for any reason. Likewise, Posillico may end its employment relationship with an Employee at any time, for any reason. Only the Chief Executive Officer or the Board of Directors of Posillico can approve any exceptions to the standard at-will employment relationship or provide any Employee, individually or on a collective basis, with an employment contract or special arrangement concerning the terms or conditions of employment, and such exceptions or contracts/arrangements must be set forth in a written document.

For Employees represented by a labor organization whose terms and conditions of employment are covered under a collective bargaining agreement, if there are any conflicts between the terms of this Employee Handbook and the applicable collective bargaining agreement, the collective bargaining agreement shall prevail.

This notice applies to all Employees regardless of date of hire.

100 EMPLOYMENT

110 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Posillico is committed to providing equal employment opportunity for all persons regardless of race, color, religion, creed, national origin, citizenship status, ancestry, sex, gender identity and expression, age, disability, marital status, pregnancy, sexual orientation, veteran status, genetic information or any other protected characteristic under applicable federal, state, or local law.

Equal opportunity extends to all aspects of the employment relationship, including hiring, transfers, promotions, training, terminations, working conditions, compensation, benefits, and other terms and conditions of employment.

Some examples of conduct that might be considered harassment include ethnic slurs, racist jokes, pornographic e-mail, unwelcome touching, display of offensive pictures, or any other verbal or physical conduct based on a protected characteristic under applicable federal, state, or local law that has the purpose or effect of creating an intimidating, hostile, or offensive work environment. Posillico considers harassment in all forms to be a serious offense.

We will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified Employees with disabilities, without regard to any protected classifications, unless the accommodation would impose an undue hardship on the operation of our business. Any Employee who needs assistance to perform his or her job duties because of a physical or mental condition should contact Human Resources.

Employees who have been subject to prohibited discrimination or harassment should immediately report the incident in accordance with the Company's Sexual and Other Harassment policy.

To ensure our workplace is free of artificial barriers, violations of this policy may result in disciplinary action, up to and including discharge. We will not allow any form of retaliation against Employees who raise issues of equal employment opportunity.

115 DIVERSITY EQUITY AND INCLUSION

Diversity, Equity, & Inclusion is directly aligned with Posillico's core values. We are dedicated to the promotion of DE&I and prioritize the importance of inclusivity within our workplace and community. As an organization, we expect all employees to exhibit empathy and treat one another with the highest levels of respect. We will not accept or tolerate anything less. We are all responsible for fostering an inclusive atmosphere in which employees of diverse backgrounds are comfortable in the workplace.

Posillico's DE&I Mission Statement: Posillico values respect, diversity, inclusion, and equality. We are committed to cultivating an inclusive environment in which we embrace diversity across the organization and community.

120 ANTI-HARASSMENT INCLUDING SEXUAL HARASSMENT

Policy Statement

Posillico Civil, Inc. and all current and former parents, subsidiaries, affiliates, related companies, partnerships, and/or joint ventures, and, with respect to each of them, their predecessors and successors (collectively, the "Company") is committed to maintaining a workplace free of unlawful harassment. The Company strictly prohibits and does not tolerate unlawful harassment against employees, interns, whether paid or unpaid, independent contractors, volunteers, customer, client, vendor, or other third party or any other covered persons because of race, color, religion, creed, national origin, ancestry, sex, gender, gender identity or expression (including status as a transgender individual), age, sexual orientation (including actual or perceived heterosexuality, homosexuality, bisexuality, and asexuality), physical or mental disability (including gender dysphoria and similar gender-related conditions), citizenship, genetic information or predisposing genetic characteristics, marital status, familial status, domestic violence victim status, military status, including past, current, or prospective service in the uniformed services, or any other characteristic protected under applicable federal, New York, or local law. This policy is one component of the Company's commitment to a discrimination-free work environment.

SEXUAL HARASSMENT DEFINED

Sexual harassment is considered a form of employee misconduct. Appropriate disciplinary action will be taken against individuals engaging in sexual harassment and against supervisory and managerial personnel who knowingly allow such behavior to continue.

Sexual harassment means any harassment based on someone's sex, gender, sexual orientation, sexual identity, transgender status (including pregnancy, childbirth and related medical conditions), or gender expression. Sexual harassment can occur between any individuals, regardless of their sex or gender. Sexual harassment includes unwelcome conduct which is either of a sexual nature or which is directed at an individual because of that individuals' sex or gender when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, even if the individual is not the intended target.

Sexual harassment can be verbal (e.g., jokes, insults, gestures or teasing), visual (e.g., offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (e.g., unwanted touching, physically threatening another) that denigrates or shows hostility or aversion towards an individual based on sex or gender, gender identity, gender expression and/or sexual orientation.

Examples of conduct that violate this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters, or comments
- sexual jokes, noises, or comments about a person's body, sexual prowess, sexuality, sexual experience, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually-explicit e-mails, text messages, posts or voicemails
- conversation about one's own or someone else's sex life
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender
- sex stereotyping

The above list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated.

Sexual harassment and all other forms of harassment are prohibited both at the workplace and outside the workplace, for example at Company-sponsored events.

SEXUAL HARASSMENT COMPLAINT AND REPORTING PROCEDURE

Any employee, intern, independent contractor, or non-employee who has been subjected to behavior that may constitute sexual harassment, or witnesses behavior that may constitute sexual harassment, is encouraged to promptly speak to, write, email, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the next level above your direct supervisor and/or Lisa Dippel, VP, Human Resources, or any member of management with whom the employee feels comfortable, ideally within ten (10) days of the offending conduct. Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to Lisa Dippel, VP, Human Resources. If you have not received a satisfactory response within five (5) days after reporting any incident of what you perceive to be harassment, please contact Joseph K. Posillico, President & CEO, immediately.

Reports of sexual harassment may be made verbally or in writing. To submit a written complaint of sexual harassment, employees are encouraged to use a Company complaint form which is attached hereto and can be found on the Company Intranet.

The Company is committed to enforcing this policy against all forms of harassment, including sexual harassment. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report sexually harassing or other harassing conduct, the Company may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

SEXUAL HARASSMENT INVESTIGATION PROCEDURE

The Company takes all complaints of harassment seriously. The Company will promptly and thoroughly investigate the facts and circumstances of all complaints of sexual and other harassment, whether the complaint was made verbally or in writing. Any employee may be required to cooperate as needed in an investigation of suspected sexual or other harassment. All persons involved, including complainants, witnesses, and alleged harassers, will be accorded due process to protect their rights to a fair and impartial investigation. The investigation will be kept confidential to the greatest extent possible, consistent with conducting a thorough and fair investigation.

While the investigation process may vary from case to case, the Company generally investigates as follows:

- The Company will interview the complainant and the accused, conduct further interviews as necessary, and review documents or other information the investigator believes are relevant.

- Upon completion of the investigation, the Company will determine whether this policy has been violated based upon its reasonable, good-faith evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

Any employee found to have engaged in conduct in violation of this policy will be considered to have engaged in employee misconduct. Individuals who violate this policy (which includes supervisory or management personnel who fail to report or knowingly allow sexually harassing behavior to continue) will be subject to disciplinary action, up to and including termination from employment. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

SEXUAL HARASSMENT ALTERNATIVE REPORTING AND REMEDIES

The Company encourages employees to report incidents of sexual harassment internally. However, employees who believe they have been subjected to sexual harassment in the workplace also may seek relief by:

New York State Division of Human Rights (DHR) – The DHR enforces the New York State Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., which protects employees, paid or unpaid interns and non-employees regardless of immigration status from unlawful discrimination, harassment or retaliation. The DHR has the power to award relief, which varies but may include requiring an employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines. DHR's main office contact information is:

NYS Division of Human Rights
One Fordham Plaza, Fourth Floor

Bronx, New York 10458
(718) 741-8400 or (888) 392-3644
www.dhr.ny.gov

United States Equal Employment Opportunity Commission (EEOC) – The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). If an employee believes he/she has been subjected to harassment, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. The EEOCs contact information is:

1-800-669-4000 (1-800-669-6820 (TTY)),
www.eeoc.gov
Via email at info@eeoc.gov

Local jurisdictions may have additional protections against sexual harassment and discrimination. Employees can contact the county, city or town in which they live to find out if such a law exists.

Nassau County: Employees who work in Nassau County can file complaints of sexual harassment with the Nassau County Commission on Human Rights (240 Old Country Road, 6th Floor, Suite 606, Mineola, NY 11501; 516-571-3662; www.nassaucountyny.gov/414/Human-Rights-Commission).

Suffolk County: Employees who work in Suffolk County can file complaints of sexual harassment with the Suffolk County Human Rights Commission H. Lee Dennison Building, 100 Veterans Memorial Hwy, third Floor, Hauppauge, NY 11788; 631-853-5480; www.suffolkcountyny.gov/Departments/HumanRightsCommission.aspx).]

New York City: Employees who work in New York City (including any of the five boroughs) can file complaints of sexual harassment with the New York City Commission on Human Rights. It has a physical location in each of the five boroughs. The Manhattan location is located at 22 Reade Street, First Floor, New York, NY 10007; 212-306-7450; https://www1.nyc.gov/site/cchr/index.page).

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department or, in an emergency, dial 911.

OTHER TYPES OF HARASSMENT

The Company's anti-harassment policy applies equally to harassment based on an employee's race, color, religion, creed, national origin, ancestry, age, physical or mental disability, citizenship, genetic information or predisposing genetic characteristics, marital status, familial status, domestic violence victim status, actual or perceived sexual orientation, military status, including past, present, or

prospective service in the uniformed services, or any other characteristic protected under applicable federal, state, or local law.

Such harassment often takes a similar form to sexual harassment and includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, derogatory comments, or jokes).
- Physical (for example, assault or other inappropriate physical contact).
- Visual (for example, displaying derogatory posters, cartoons, or drawings, or making derogatory gestures).
- Online (for example, derogatory statements or suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated. Harassment is prohibited both at the workplace and at employer-sponsored events.

HARASSMENT COMPLAINT PROCEDURE

If you are subjected to any conduct that you believe violates this policy or witness any such conduct, you must promptly speak to, write, email, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the next level above your direct supervisor and/or Lisa Dippel, VP, Human Resources, or any member of management with whom the employee feels comfortable, ideally within ten (10) days of the offending conduct. Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to Lisa Dippel, VP, Human Resources. If you have not received a satisfactory response within five (5) days after reporting any incident of what you perceive to be harassment, please immediately contact Joseph K. Posillico, President & CEO, immediately.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. The Company will directly and thoroughly investigate the facts and circumstances of all claims of perceived harassment and will take prompt corrective action, if appropriate.
Additionally, any manager or supervisor who observes harassing conduct must report the conduct to Lisa Dippel, VP, Human Resources so that an investigation can be made and corrective action taken, if appropriate.

Reports of harassment may be made verbally or in writing. To submit a written complaint of harassment, employees are encouraged to use a Company complaint form which is attached hereto and can be found on the Company Intranet.

RETALIATION PROHIBITED

Retaliation against employees, interns, independent contractors, or any other covered individual who in good faith file complaints, or truthfully participate in or assist with an investigation or proceeding involving sexual or other harassment, is unlawful. The Company prohibits retaliation against individuals who complain of sexual harassment or other harassment who testify or assist in any proceeding under the law. Any such retaliation is unlawful. No one will be subject to, and the Company prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of

incidents of sexual harassment of any kind, pursuing any sexual harassment claim or other harassment claim, or assisting or cooperating in related investigations or other proceedings.

Retaliation is defined as adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, participated in the reporting and investigation process set forth in this policy or testified or assisted in an investigation or proceeding involving an actual or perceived violation of this policy. Adverse conduct includes, but is not limited to any action that would keep an employee from reporting sexual harassment or other harassment or retaliation; shunning and avoiding an individual who reports sexual harassment or other harassment or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting sexual harassment or other harassment or retaliation; and denying employment benefits because an applicant or employee reported or encouraged another employee to report sexual harassment or other harassment or retaliation or participated in the reporting and investigation process.

RESPONSIBILITIES OF SUPERVISORS AND MANAGERS

All supervisors and managers who receive a complaint or information about suspected sexual harassment or other harassment, observe what may be sexually harassing behavior or other harassing behavior, or for any reason suspect that sexual harassment or other harassment is occurring, are required to report such suspected sexual harassment or other harassment to Lisa Dippel, VP, Human Resources.

In addition to being subject to discipline if they engaged in sexually harassing conduct or other harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or other harassment, or otherwise knowingly allowing sexual harassment or other harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

VIOLATIONS OF THIS POLICY

Any employee, regardless of position or title, whom Lisa Dippel, VP, Human Resources determines has subjected an individual to harassment or retaliation in violation of this policy, or has knowingly allowed such behavior to continue, will be subject to discipline, up to and including termination of employment.

ADMINISTRATION OF THIS POLICY

The Human Resources Department is responsible for the administration of this policy. If you have any questions regarding this policy or questions about harassment that are not addressed in this policy, please contact Lisa Dippel, VP, Human Resources.

EMPLOYEES COVERED UNDER A COLLECTIVE BARGAINING AGREEMENT

The employment terms set out in this policy work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with the Company. Wherever employment terms in this policy differ from the terms

expressed in the applicable collective bargaining agreement with the Company, employees should refer to the specific terms of the collective bargaining agreement, which will control.

130 EMPLOYMENT RELATIONS

Posillico endeavors to deal with our Employees openly, directly and consistently. We expect the very best from ourselves and from everyone connected with our organization.

We have an open door policy whereby Employees can let us know about issues they are experiencing in the workplace, and ways we can improve, to make us the best we can be. Employees can voice their concerns openly and directly to their immediate supervisor.

By doing such, it enables all of us at Posillico to work together to help make the environment more productive, and communications more clear. We demonstrate our commitment to our Employees by responding effectively to Employee concerns to the best of our abilities.

If for any reason you believe it is inappropriate to raise a particular issue with your immediate supervisor, or you are uncomfortable in doing so, you may speak directly with Human Resources.

We expect everyone to display the following values in each of their daily interactions with clients/customers, other business partners, and the general public.

Caring & Commitment: We respect our customers and colleagues through kindness, empathy and dedication.

Open-Mindedness & Willingness to Learn: We are considerate of diverse ideas and value opportunities to learn, grow and share with others.

Maturity & Self-Discipline: We practice emotional self-regulation and strong work ethics.

Ethics: We uphold our professional integrity, regulatory and moral responsibilities as we do business.

Collaboration: We uphold productive working relationships with our customers and colleagues to achieve our goals.

Accountability: We dependably and reliably honor our commitments.

140 DRUG-FREE WORKPLACE POLICY

It is the policy of Posillico to require all Employees reporting to work and remaining on duty to be able to perform their jobs in a safe and satisfactory manner.

In order to ensure that all Employees are suitably fit for work and to provide a safe work place and healthy workforce, Posillico has established certain rules and regulations.

Alcohol

Employees are strictly prohibited from reporting to work while being under the influence of alcohol or consuming alcohol during working hours. In addition, Employees are strictly prohibited from consuming alcoholic beverages at mealtime or during rest periods.

Illegal Drugs

Using or being under the influence of illegal drugs on or off the job is strictly prohibited. In addition, the use, manufacture, distribution, dispensing, possession, purchase, storage, transfer, sale of, or offer to sell or dispense illegal drugs on or off the job is prohibited. This includes meal and rest periods.

Legal Drugs

Any person other than the one for whom the drug was properly prescribed shall not bring said legal drugs onto Employer owned or controlled premises. Legal drugs are to be used only in a manner, combination and quantity as prescribed or directed. For certain job positions, an Employee's use of legal drugs can pose a significant risk to the safety of the Employee and others.

Therefore, Employees shall not operate any equipment or vehicles while taking legal drugs, unless the prescribing physician advises that such drugs will not impair the Employee's working abilities. The Employer reserves the right to require written confirmation that such drugs will not impair working abilities for Employees engaged in safety sensitive duties, and to take such other measures as may be appropriate to assure workplace safety and productivity.

Discipline/Discharge for Violations

Any violation of the foregoing provisions will subject the Employee to discipline up to and including discharge for a first offense.

Employee Assistance

Posillico recognizes that alcoholism and drug dependency may be illnesses and encourage our Employees and their family members to seek assistance in regard to these dependencies. Substance dependence may be treated and controlled through continued abstinence.

Posillico encourages afflicted Employees to obtain help before physical degeneration, family disintegration and job-related problems set in.

If an Employee requests help for a substance abuse problem before his or her job performance has been adversely affected in violation of this policy, Posillico will endeavor to make reasonable accommodations to assist Employees recovering from substance and alcohol dependencies, and those who have a medical history that reflects treatment for substance abuse conditions. This may include referring the Employee to our healthcare provider who can provide guidance on obtaining

rehabilitation assistance. The Employee must voluntarily request this assistance and must voluntarily agree to an evaluation, and, if indicated, to comply with the terms of a rehabilitation program.

Posillico's healthcare provider can provide names of competent medical and rehabilitation services in the surrounding communities. Any information which Posillico receives from the Employee or others in connection with treatment, such as requests for leaves of absence, etc., will be treated confidentially.

It is therefore the responsibility of each Employee to seek assistance from a rehabilitation program before alcohol and drug problems lead to disciplinary action, which can include discharge for a first offense.

*See Exhibit A for full Corporate Drug and Alcohol Policy.

150 ETHICS POLICY AND CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. The Posillico Code of Business Conduct and Ethics Policy ("Code"), which can be found at the end of this handbook, describes the framework within which Posillico operates. The purpose of the Code is to provide general direction so that Employees can seek further clarification on issues related to the subject of acceptable standards of operation. All Employees are required to review and abide by the Code.

Purpose

The purpose of this policy is to protect the interests of the Posillico Civil, Inc. and its integrated companies and affiliates (hereinafter "Posillico" or the "Company"). In the regular course of business, agents and employees of the Posillico may have the opportunity to advance their own personal interests with or against the interests of Posillico. Acting in such a manner is unacceptable and any party who acts outside of Posillico's best interest may be subject to disciplinary action.

Definitions

Employee – any person who is employed by Posillico in a part or full-time capacity and in accordance with the labor laws of the state of New York.

Agent – an owner, director, stakeholder, contractor or other third-party that is in the position to act on behalf of Posillico.

Financial Interest – The interest that any individual may have in the monetary transactions of Posillico. In particular, any interest that could have a direct bearing on the financial gain/loss of said individual.

Procedure

Duty to disclose - Every employee/agent of Posillico with signatory authority on behalf of the Company which exceeds $12,500 is obligated to disclose any known or potential conflicts of interest as soon as they arise. Failure to do so could result in termination of employment.

Investigating potential conflicts - When a possible conflict of interest arises, the board of directors will collect of the pertinent information and may question any concerned parties. If the board determines that a conflict exists, steps will be taken to address to conflict. If no conflict exists, the inquiry may be documented but no further action will be taken.

Addressing conflicts of interest - When an actual conflict of interest is found, any transactions that may have been affected will be reviewed retroactively. Affected parties both within and outside of the business, including shareholders, directors, employees, and contractors will be notified. An investigation will also be conducted by the board of directors to determine the extent of the conflict and the intentions of the parties involved.

If the conflict in question involves a member or members of the board of directors, such a member will be excused from the deliberations.

Disciplinary action - As all conflicts of interest will be reviewed on a case-by-case basis, a review may result in disciplinary action. The board of directors has full discretion to deem what disciplinary action is both fitting and necessary, including suspension and/or termination of employment.

160 NEPOTISM

We at Posillico recognize that in several cases the best choice for job placement very well could be a family member or friend of an Employee. This is a big part of our history. Because that is the case, it is important to have policies in place that make sure all our Employees, suppliers, and subcontractors are treated fairly.

It is our policy to avoid the hiring, transfer, or promotion of relatives into situations where the appearance of favoritism or conflict of interest might exist. Therefore, applicants will not be hired into a division or crew where a relative has supervisory responsibility or where a relative is in the supervisory chain of command under which the applicant would work. Also, existing Employees will not be transferred or promoted into a division or crew where a relative has the direct supervisory responsibility or is in the supervisory chain of command.

It is also our policy that all Posillico Employees will be evaluated and placed on jobs based on their performance, not on personal relationships or friendships.

These same policies will apply to the use of suppliers and subcontractors. All subcontractors and vendors will be hired based on quality, service, and price. No subcontractor or vendor will receive preferential treatment because they are a relative or friend of an Employee or owned by an Employee. No Employee will be allowed to subcontract or purchase work or materials from a relative or

themselves unless this is the most cost effective option and previously approved by supervisor and a partner.

Again, we know that, in spite of this policy, there will still be occasions in our company when family members will work together or even supervise one another because it is the best way to do the job. For that reason, if any Employee feels that he or she has been unfairly treated because of preferential treatment given to a family member or a friend, they can contact the Human Resources Department to report the incident. All such reports will be kept completely confidential.

170 OUTSIDE EMPLOYMENT

Employees may hold outside jobs provided such employment does not conflict with their employment with Posillico, is not with a competitor, and their performance remains satisfactory in their job with Posillico, including satisfying attendance and availability needs at all scheduled times. Employees should consider the impact that outside employment may have on their ability to perform their jobs for Posillico.

If Posillico determines that an Employee's outside work interferes or conflicts with performance or the ability to meet the requirements of the organization, as they may be modified from time to time, the Employee may be asked to terminate the outside employment if he or she wishes to remain with the organization.

200 EMPLOYMENT STATUS AND RECORDS

210 EMPLOYMENT CATEGORIES

This policy describes the various employment classifications at Posillico, so that Employees understand their employment status and benefit eligibility.

Each Employee is designated as either NON-EXEMPT or EXEMPT. NON-EXEMPT Employees are entitled to overtime pay in accordance with applicable federal and state wage and hour laws. EXEMPT Employees are salaried Employees and do not receive additional pay for hours worked in excess of their scheduled hours, as defined below.

The following summarizes the detail of the above classifications:

FULL-TIME EMPLOYEES are those who are not in a Temporary or Intern category are paid on a salary or hourly basis and who are scheduled to work no less than thirty-seven and a half (37.5) hours per week. Generally, they are eligible for Posillico's benefit package, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME EMPLOYEES are those who are not assigned to the Intern or Temporary category and who are scheduled to work less than thirty-seven and a half (37.5) but more than twenty-nine and a half (29.5) hours per week. Generally, they are eligible for Posillico's benefit package on a pro-rated basis, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME EMPLOYEES are those who are not assigned to the Intern or Temporary category and are scheduled to work less than twenty-nine and a half (29.5) hours per week. They are eligible to receive all benefits required by applicable law (such as workers' compensation or statutory short-term disability benefits, sick time (depending on work location), and Social Security benefits), but are not eligible for Posillico's other benefit programs. The exception, however, is any Employee working at least one thousand (1,000) hours in a calendar year will be eligible for any profit sharing or 401(k) plan offered by Posillico, as required by law.

TEMPORARY EMPLOYEES are those who, regardless of the number of hours per week they are scheduled to work, are informed at the time of hire that their employment will be limited to a set period of time or until a specified project is completed**.** Employees are only eligible for benefits required by applicable laws. This classification includes Interns who are either (i) earning credit in a regular college program related to their assignment with Posillico and/or the successful completion of their assignment with Posillico is a condition to earning such college credit or (ii) other students who are not earning school credit in connection with their work with Posillico, but who are working in a temporary position with Posillico. Employees are only eligible for benefits required by applicable laws.

Employees are informed of their initial employment classification and status as exempt or non-exempt upon commencing employment. If an Employee changes position during his/her employment as a result of a promotion, transfer or otherwise, management will inform him/her of any change in his/her job classification.

220 PERSONNEL DATA CHANGES

For benefits administration, in case of an emergency and so that it can properly process all employment related information, Posillico must have accurate and up-to-date personnel information about its Employees.

Therefore, you are required to inform Posillico when your address or telephone number changes, when events occur which could affect Posillico's ability to contact you in emergencies, the insurance coverage which should be provided to your dependents, your tax status, or similar matters.

Additionally, it is important to keep your level of formal education and professional credentials updated. Please inform the Human Resources Department and your supervisor when such changes occur.

230 PERFORMANCE EVALUATION

Immediate supervisors and Employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance reviews are conducted to provide both immediate supervisors and Employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Performance evaluations generally are scheduled annually. Posillico may award merit-based pay adjustments in an effort to recognize an Employee's performance. The decision to award such an adjustment is dependent upon numerous factors, including Posillico's finances, its business forecasts, and the information documented by this formal performance review process. Receiving a performance evaluation is not a guarantee of a wage increase.

240 ACCESS TO PERSONNEL FILES

Disclosure to Government Agencies

On occasion, Posillico must provide information and data from its personnel records and files to federal, State, and local government agencies in accordance with record keeping and reporting requirements imposed by such agencies.

In instances where a government agency requests information beyond that which it normally requires, the Company ordinarily advises affected Employees of the agency's information request. However, if an agency's information request occurs in the course of an agency investigation or if an agency asks the company to keep such a request confidential, the company has discretion to comply with the agency's request.

Posillico ordinarily honors subpoenas demanding information regarding any Employee, but usually advises an Employee of the subpoena and nature of the information requested, unless otherwise prohibited by law.

Disclosure or Release to Nongovernmental Entities

In response to an information request from an Employee, former Employee, outside organization, individual, or other nongovernmental entities, Posillico normally verifies only the employment status and dates of employment for former or present Employees.

Posillico does not provide any other information, unless requested under law.

300 WORKING AT POSILLICO

310 WORK SCHEDULES

The work schedule for all Employees may vary by location. Immediate supervisors will advise Employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Immediate supervisors will schedule meal and/or rest periods in accordance with applicable State law and in an effort to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

320 TIMEKEEPING

Accurately recording time worked is the responsibility of every non-exempt Employee. Posillico needs an accurate record of time worked to calculate Employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Employees are required to record their time in and begin work no more than 5 minutes before their scheduled starting time. Employees must record their time in and out for meal periods and record their time out promptly at the end of their shift. Non-exempt Employees may never work off the clock.

Tampering, altering, or falsifying time records, or recording time on another Employee's time record or having a co-worker do so on your time record may result in disciplinary action up to and including discharge. Employees must inform management if they fail or otherwise forget to record their time in or out before or after any working time. Failure to properly record time may result in discipline, up to and including discharge.

330 OVERTIME

On occasion, certain Employees will be required to work overtime. When possible, advance notification of these mandatory assignments will be provided. Overtime assignments will be distributed as equitably as practical to all Employees qualified to perform the required work. The opportunity to work overtime is at the discretion of management and is based on departmental needs. Overtime is permitted only with the prior approval of your immediate supervisor. Employees who work unauthorized overtime will be subject to discipline, up to and including discharge.

Overtime compensation is paid to all non-exempt Employees at one and one-half times the Employee's regular (generally the straight-time hourly) rate for all hours worked over forty (40) hours in a workweek, unless otherwise specified under applicable law.

Overtime pay is based on hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

340 PAYROLL PRACTICES

Paydays are weekly, payable every Wednesday. When a holiday falls on a Monday, Employees will be paid on Thursday of that week. Posillico does not provide compensation advances or extend credit to Employees.

350 COMPENSATION AND DEDUCTIONS

The law requires that Posillico make certain deductions from every Employee's compensation which are itemized on Employees' payroll stubs. Among these are applicable federal, State and local income taxes, Social Security taxes on each Employee's earnings up to a specified limit, and Medicare taxes. Posillico offers programs and benefits beyond those required by law. Eligible Employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs. Posillico is required by law to recognize certain court orders, liens, and wage assignments and attempts will be made to notify the Employee prior to any deduction.

If applicable, payroll stubs will also differentiate between regular and overtime pay received.

Posillico provides direct deposit to all non-union Employees who desire to have their net compensation directly deposited into a checking and/or savings account and who authorize Posillico in writing to do so. Upon the start of your employment, you will be given a "direct deposit form." If you did not receive one, or otherwise wish to now elect direct deposit, contact the Human Resources Department for information. Deposits are generally made on Wednesdays. Please be aware that there may be circumstances that delay the electronic deposit of your paycheck until Thursday or Friday, so please check your bank account prior to writing checks or making withdrawals or transfers. Posillico will not be responsible for any bank charges due to this situation unless otherwise required by applicable law.

Posillico takes precautions to ensure that all Employees are paid correctly and that no improper payroll deductions are made against wages. In the event a payroll error does occur, the affected Employees should immediately notify his/her manager so corrections can be made (if warranted).

If you believe that your manager has not adequately addressed your complaint (or you believe it would be improper to discuss the situation with your manager), you may report this payroll error to Human Resources who will undertake an investigation.

The Company will make every attempt to adjust the error (e.g., reimburse the Employee for an improper deduction) no later than the Employee's next regular pay period or as soon as possible thereafter, depending on the circumstances.

Safe Harbor Policy for Salaried Exempt Employees Only

If you are classified as an exempt salaried Employee, you will receive a salary which is intended to compensate you for all hours you may work for the Company. This salary will be established at the

time of hire or when you become classified as an exempt Employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons:

- Full day absences for personal reasons.
- Full day absences for sickness or disability.
- Full day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event you work less than a full week.
- Any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a 401(k).

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence on a day because your employer has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work. (See such policies for more information)
- Any other deductions prohibited by state or federal law.

Please note: it is not an improper deduction to reduce an Employee's accrued vacation, personal or other forms of paid time off banks for full or partial day absences for personal reasons, sickness or disability.

Employees who believe they have been subject to an improper deduction should report the matter to their supervisor immediately. If the supervisor is unavailable or is an inappropriate person to contact, or if a prompt and fully acceptable reply has not been received within five (5) business days, Human Resources should be contacted.

Every report of improper deductions will be fully investigated and corrective action, up to and including discharge, will be taken, as appropriate, for any Employee(s) who violates this policy. In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy may result in disciplinary action, up to and including discharge.

360 BUSINESS TRAVEL EXPENSE

Posillico will reimburse Employees for reasonable business travel expenses incurred while on company business away from their normal work location. When travel is completed, Employees must submit an expense report, approved by your immediate supervisor, accompanied by supporting documents (e.g. receipts, ticket stubs, and actual business miles driven) within thirty (30) days from the date the expenses were incurred.

Reimbursements will not be made without your supervisor's approval and proper documentation. Posillico may, in its sole discretion, determine what is reasonable and reimbursable.

If an Employee has any doubts about whether an expense is reasonable or reimbursable, he or she should obtain authorization in advance of incurring such expense.

370 AUTOMOBILE POLICY

All Employees are eligible for reimbursement of fuel expense at the rate equal to the current IRS rate per mile when using a personal vehicle when traveling for business purposes. This does not include reimbursements in connection with normal commuting to and from work. Additionally, you may receive reimbursement for miscellaneous expenses relating to traveling (i.e. tolls, taxi, train) when traveling for business purposes.

Certain Employees are eligible to receive reimbursement for the expense of an automobile. Human Resources, upon employment will notify you if you are eligible, and at that time you will receive detailed information regarding the benefit.

400 EMPLOYEE BENEFIT PROGRAMS

410 EMPLOYEE BENEFITS OVERVIEW

Eligible Employees of Posillico are provided a wide range of benefits. A number of the programs cover all Employees in the manner prescribed by law.

Unless otherwise noted, only Full-Time Employees and Part Time (Regularly scheduled to work between 29.5 and 37.5 hours per week) Employees are eligible for benefits described in this section.

Information regarding benefits is provided to all new Employees as part of their orientation; all Employees will be advised of any changes in benefits when implemented.

Benefits eligibility is governed by the terms and conditions of the applicable plan documents or Company policy. If a discrepancy exists between this document and the Plan document, the Plan document prevails. You should refer to the plan document, if you have questions.

Posillico reserves the maximum discretion permitted by law to interpret, modify, rescind or amend its benefit plans and policies.

Human Resources can answer questions that you may have about the programs for which you are eligible.

The description of Posillico's Employee benefits programs contained in this handbook are subject to change without notice and is not guarantees of any particular benefits or programs.

The following benefit programs that are currently available to eligible Employees:

Health Insurance including Medical, Dental and Vision Insurance
Life Insurance
Workers' Compensation
Short and Long Term Disability Benefits
401(k) Plan
Profit Sharing Plan
Tuition Reimbursement

Some benefit programs require contributions from the Employee, but most are fully paid by Posillico.

420 HEALTH INSURANCE (MEDICAL, DENTAL, VISION)

Medical Insurance

Posillico provides medical insurance coverage at a minimal cost to our Employees. The Employee remains responsible for any deductibles, co-payments, etc., for medical and other services, which are not covered by the insurance plan.

Medical insurance coverage begins on the first day of the month following the Employee's date of hire.

An otherwise eligible Employee's medical coverage may terminate effective on the Employee's date of termination or reduction in hours, (i.e. a "qualifying event"), unless continued by the Employee under applicable federal or state benefit continuation law.

Dental Insurance

Posillico provides dental insurance coverage at no cost to our Employees. The Employee remains responsible for any deductibles, co-payments, etc., for dental and other services, which are not covered by the insurance plan.

Dental insurance coverage begins on the first day of the month following the Employee's date of hire.

Vision Insurance

Posillico offers vision insurance coverage at a minimum cost to our Employees. The Employee is responsible for premiums and any out of pocket expenses for vision services, which are not covered by the insurance plan.

If elected, vision insurance coverage begins on the first day of the month following the Employee's date of hire.

430 LIFE INSURANCE

Term life insurance is provided for all eligible Employees. The insurance benefit is currently equal to two (2) times the Employee's annual compensation to a maximum of One Hundred Thousand Dollars ($100,000). Officers of the corporation will be capped at Three Hundred Thousand Dollars ($300,000). Posillico also offers a voluntary life insurance benefit option for all eligible employees.

If you have questions, contact the Human Resources Department.

440 WORKERS' COMPENSATION INSURANCE

Posillico provides workers' compensation insurance coverage to all Employees at no cost to Employees. Accidental injuries that occur during working hours or conditions caused by work

activities are covered under our Workers' Compensation policy. This insurance provides for the payment of medical expenses and weekly compensation payments during the period of an Employee's work-related injury or illness.

Any Employee who sustains a work-related injury or illness must inform his or her immediate supervisor and/or the Health and Safety Director immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. Claim forms must be filed promptly to ensure claims are processed and Company records are prepared properly. Failure to follow Company procedures may affect Employee's eligibility to receive Workers' Compensation benefits.

Employees shall not be retaliated against for taking workers' compensation leave or making a workers' compensation claim.

450 SHORT-TERM DISABILITY BENEFIT POLICY & SALARY CONTINUATION

In accordance with applicable law, Posillico provides Short-Term Disability benefits to all eligible Employees who are unable to work because of a non-job-related illness or injury. No Employee contribution is required to receive these benefits. Employees should submit claims for short-term disability benefits to the Human Resources Department.

The purpose of the Salary Continuation policy is to supplement disability insurance benefits. Under this policy, while receiving short-term disability benefits, full-time eligible Employees shall receive two weeks of their base salary for every completed year of service, to a maximum of twenty-six weeks based on medical necessity.

Please see the Human Resources Department for more information on this program.

460 LONG-TERM DISABILITY BENEFIT POLICY

Posillico offers long-term disability benefits to eligible Employees who remain disabled and unable to work after six consecutive months.

No Employee contribution is required to receive these benefits. Employees should submit claims for long-term disability benefits to the Human Resources Department.

470 401(k) SAVINGS PLAN

Posillico has established a 401(k) savings plan to provide Employees the potential for future financial security for retirement.

To be eligible to join the 401(k) savings plan, you must complete six (6) months of service and be twenty-one (21) years of age or older.

The 401(k) savings plan allows you to elect how much salary you want to contribute and direct the investment of your plan account, so you can tailor your own retirement package to meet your

individual needs. Posillico also contributes an additional matching amount to each Employee's 401(k) contribution (currently up to four percent (4%).

The Posillico 401k Plan offers both Standard (pre-tax) and Roth (post tax) options.

480 POSILLICO PROFIT SHARING PLAN

All Full-Time 'Posillico' Employees are eligible to participate in Posillico's Profit Sharing Plan. However, you must complete one (1) year of service, as defined by the plan to become active in the Plan, and benefit is based on a vesting schedule. (Excludes affiliate companies.)

490 TUITION REIMBURSEMENT

Posillico encourages continued education and professional development through formal training. Full-Time Employees with at least one (1) year of continuous employment (prior to registration for any classes/courses) may be eligible to receive tuition reimbursement for courses taken at accredited institutions or required courses taken to maintain certification or licensing for an Employee's job. Courses must be job-related or satisfy the completion of a job-related degree, as determined by Posillico.

Reimbursable costs include registration, tuition, books and other course materials. Tuition costs will be fully reimbursed (subject to the permissible reductions below based on grades received), up to the I.R.S. a maximum (currently $5,250 per calendar year) provided such costs are eligible for reimbursement as set forth herein.

Any courses taken, whether or not reimbursement is sought, must be scheduled so as not to interfere with the job schedule and responsibilities of the Employee.

Employees seeking tuition reimbursement following completion of a course must receive the following grades to be eligible for full or partial reimbursement:

Grade (or Equivalent) Received	Percentage of Reimbursement Under
Grade of "A" (i.e., 90-100%)	100%
Grade of "B" (i.e., 80-89%)	75%
Grade of "C (i.e., 70-79%)	50%
Grades below "C (i.e., below 70)	0%
"Pass" (in a pass/fail course)	100%
"Fail" (in a pass/fail course)	0%

Employees must follow the reimbursement process as per the Tuition Reimbursement Request Forms which can be obtained from the Human Resources Department.

Please note that Employees will be required to complete the Tuition Repayment Authorization Form defining the Service Commitment Period of 1 year for completion of a course or 5 years for a degree program. Additional information is outlined on the Tuition Reimbursement Forms.

500 PAID TIME OFF AND LEAVES OF ABSENCE

510 HOLIDAYS

Posillico grants paid holiday time off to all Full-Time Employees (and Part-Time Employees only as provided below). The number of holidays may vary from year to year. Posillico will provide a schedule of holidays at the beginning of each calendar year.

Paid holidays currently include:

New Year's Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

Part-Time Employees only will receive paid holiday time if they actually were scheduled to work the day that the holiday is scheduled to be celebrated by Posillico.

If a recognized holiday falls during an eligible Employee's paid vacation, the day will be paid and treated as a holiday and will not count as a vacation day.

Paid holidays off are not counted as hours worked for purposes of calculating overtime.

520 PAID TIME OFF (PTO)

Full-time and part-time Employees will receive PTO pursuant to this policy at the start of employment. New Employees are eligible to use PTO beginning the first of the month following date of hire.

On January 1st of each calendar year, full-time Employees will be granted at least fifteen (15) PTO days for immediate use. Additional PTO days will be provided based upon years of service, as set forth below.

Employment with Company	Days Earned Per Year
1st full calendar year through 5th year	15 days
6th year through 20th year	20 days
21st year +	25 days

On January 1st of each calendar year, part-time Employees will be granted at least six (6) PTO days for immediate use, as set forth below.

Part-time Schedule	Days Earned Per Year
2 days per week	6
3 days per week	9
4 days per week	12

New full-time and part-time Employees will receive a prorated portion of PTO during their first year of employment, depending on date of hire.

For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending December 31st.

Employees may use available PTO for the following reasons:

(a) The Employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative medical care; or
(b) The care of the Employee's child, spouse, domestic partner, parent, sibling, half-sibling, step-sibling, sibling related through adoption, grandchild or grandparent, or the child or parent of the Employee's spouse or domestic partner who needs medical diagnosis, care or treatment of a mental or physical illness, illness, injury or health condition or who needs preventative medical care; or
(c) Closure of the Employee's place of business by order of a public official due to a public health emergency or such Employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency;
(d) Planned personal days;
(e) Planned vacation days; or
(f) As otherwise provided by applicable federal, state or local law.

An Employee's use of PTO for reasons (a) or (b) above will not be conditioned upon searching for or finding a replacement worker.

The Company will require supporting documentation if the Employee uses available PTO for more than 3 consecutive days for reasons (a), (b) or (c) above. For PTO used for reasons (a) or (b) above, documentation signed by a licensed health care provider indicating the need for the amount of PTO time taken will be considered reasonable documentation and such documentation need not specify the nature of the Employee's or the Employee's family member's injury, illness or condition.

Requests for planned personal or vacation days, other than those discussed above, must be made at least two weeks in advance to the Employee's supervisor. Requests for vacation and planned personal time will be decided based on business needs and seniority.

PTO is paid at the Employee's base pay rate at the time of use. PTO pay does not include overtime or any special forms of compensation such as incentives, commissions or bonuses. Moreover, PTO time used is not considered hours worked for purposes of calculating overtime.

PTO may be taken in minimum increments of one half day. The Company reserves the right to mandate the use of PTO in certain instances, to the extent permitted by applicable law.

All full-time and part-time Employees receive PTO on January 1st of each year and are free to immediately use it. The first 56 hours of PTO shall be deemed for statutory purposes to be statutory sick leave and no employee shall be entitled to use more than 56 hours of statutory sick leave in any

given year. Therefore, Employees may not carry over PTO and unused PTO will be lost at the end of the year. PTO will not be paid upon separation of employment.

Employees have the right to request and use PTO for the reasons set forth in (a), (b), and (c) above and if employed in New York City, may file a complaint for alleged violations of this policy with the New York City Department of Consumer Affairs. The Company prohibits retaliation or the threat of retaliation against an Employee for exercising or attempting to exercise any right provided in this policy, or interference with any investigation, proceeding or hearing related to or arising out of Employee's rights pursuant to this policy and applicable law.

Employees with questions regarding this policy can contact the Human Resources Department.

530 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Employees Eligible for FMLA Leave

FMLA leave is available to "eligible Employees". To be an "eligible Employee", an Employee must: (1) have worked for the Company for at least 12 months (which need not be consecutive); (2) have been employed by the Company for at least 1250 hours of service during the 12-month period immediately preceding the commencement of the leave and (3) be employed at a worksite where 50 or more Employees are located within 75 miles of the worksite.

Basic FMLA Leave Entitlement

The FMLA provides eligible Employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined on rolling basis dating back from the time the Employee requests leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the Employee's child after birth, or placement for adoption or foster care;
- To care for the Employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the Employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the Employee unable to perform one or more of the essential functions of the Employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an Employee's spouse, son, daughter or parent is a military member on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty) in (a) the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation, or (b) the Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the Employee from performing the functions of the Employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period

of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

Additional Military Family Leave Entitlements (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible Employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible Employee takes leave to care for the injured servicemember.

A **"covered servicemember"** means (A) members of the Armed Forces (including the member of the Reserves and National Guard) who are undergoing medical treatment, recuperation, or therapy is otherwise on outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or (B) veterans who were members of the Armed Forces (including Reserves and National Guard) and who were discharged or released from military service under conditions other than dishonorable at any time during the 5 year period preceding the date on which the eligible Employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for an injury or illness.

Note: The FMLA definitions of "serious injury or illness" applicable to current members of the Armed Forces and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

Benefits and Protections

During FMLA leave, eligible Employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work. Whenever Employees are receiving pay from the Company during FMLA leave, the Company will deduct the Employee portion of the group health plan premium from the Employee's paycheck in the same manner as if the Employee was actively working. If FMLA leave is unpaid, Employees must pay their portion of the group health premium by sending a check in the required amount to the Company prior to the due date.

The Company's obligation to maintain health care coverage ceases if an Employee's premium payment is more than 30 days late. If an Employee's payment is more than 15 days late, the Company will send a letter notifying the Employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If Employees do not return to work at the end of the leave period (unless Employees cannot return to work because of a serious health condition or other

circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave. For purposes of this paragraph, an Employee will be considered to have returned to work if he or she returns to work for at least 30 calendar days, or if he or she retires at the end of the FMLA leave period or within 30 days thereafter.

At the end of FMLA leave, subject to some exceptions, Employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible Employee's FMLA leave.

Use of Leave

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, Employees do not need to use this leave entitlement in one block, and also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary or otherwise permitted under law. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employee FMLA Leave Obligations

Employees must inform Human Resources of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying.

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, Employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying. If Employees fail to explain the reasons for FMLA leave, the leave may be denied. When Employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, Employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. Employees may also be required to provide a certification, periodic recertification and/or a return to work/fitness for duty certification.

It is the Employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests Employees to provide FMLA medical certifications, Employees must provide the requested certifications within fifteen (15) calendar days after the Company's request, unless it is not practicable to do so despite an Employee's diligent, good faith efforts. The Company shall inform Employees if submitted medical certifications are incomplete or insufficient and provide Employees at least seven (7) calendar days to cure deficiencies. The Company will deny FMLA leave to Employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the Employee's permission, the Company (through individuals other than an Employee's direct supervisor) may contact the Employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If Employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time Employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a covered military members, the Company may require Employees to provide: 1) a copy of the covered military member's covered active duty orders or other documentation issued by the military indicating the covered military member is on covered active duty or call to covered active duty status and the dates of the covered military member's covered active duty service; and 2) a certification from the Employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new covered active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require Employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by Employees set forth additional information provided by the Employee and/or the covered servicemember confirming entitlement to such leave.

Substitute Paid Leave for Unpaid FMLA Leave

Employees must use any accrued PTO while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an Employee's FMLA entitlement.

Upon request, the Company will allow Employees to use accrued paid time to supplement any paid disability benefits. Receipt of disability benefits or Workers' Compensation benefits does not extend the maximum amount of leave time to which an Employee is eligible under the FMLA.

Employer Responsibilities

Covered employers must inform Employees requesting leave whether they are eligible under the FMLA. If they are, the notice must specify any additional information required as well as the Employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for ineligibility.

Covered employers must inform Employees if leave is designated as FMLA-protected and the amount of leave counted against the Employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the Employee.

Unlawful Acts by Employers

FMLA makes it unlawful for the Company to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Concerns regarding a possible violation with respect to either of these obligations should be reported to the Company's Human Resources Department.

Enforcement

Employees may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement, which provides greater family or medical leave rights.

*If applicable, leave under the FMLA will run concurrently with leave taken pursuant to the New York Paid Family Leave Benefits Law ("PFL").

540 NON-FMLA MEDICAL LEAVE

Employees with a medical condition may request an unpaid non-FMLA medical leave of absence.

A medical leave can be requested under this policy by contacting Human Resources. The request must include a doctor's certificate stating (1) the date on which the health condition necessitating the leave commenced; (2) the probable duration of the condition; and, (3) medical facts (within the knowledge of the health care provider regarding the condition) which can help us consider the request.

The leaves of absence initially shall be for a period of up to one (1) month. Posillico will consider extensions of leave on a case-by-case basis in accordance with applicable law.

Employees must use any unused PTO (if applicable) while taking unpaid Non-FMLA medical leave. The substitution of paid time for unpaid Non-FMLA medical leave time does not extend the length of this leave, and the paid time will run concurrently with an Employee's Non-FMLA medical leave period. Employees may be entitled to monetary benefit payments, under the State's disability insurance law including short-term disability (and potentially salary continuation benefits), and long-term disability, or workers' compensation while on a non-FMLA medical leave. Receipt of disability benefits or Workers' Compensation benefits does not extend the length of any personal leave granted. Please contact the Posillico Human Resources Department for more information.

Health benefits continue during the period of pre-approved Non-FMLA medical leave as if the Employee were actively working and other benefits will continue to accrue at the same rate as an active Employee. Requirements for the payment of the Employee portion of premiums, if any, will be included in the written notice given to the Employee when the Non-FMLA leave is requested.

When they anticipate returning to work, Employees should notify management of their expected return date. Employees should notify management at least one (1) week before the expiration of leave.

Posillico will make every effort to return you to your previous position upon return from non-FMLA medical leave. However, Posillico reserves the right to fill any position vacant as a result of a Non-FMLA medical leave and therefore reinstatement is not guaranteed unless required by law. In that event, that an Employee's position which became vacant as a result of a Non-FMLA medical leave is was filled, you may request to be considered for any available or vacant position for which you are qualified.

Failure to advise management of availability to return to work, failure to return to work after notifying the Company of expected return to work, or remaining absent from work beyond the time approved by the Company is considered a voluntary resignation of employment unless otherwise prohibited by applicable law.

550 BEREAVEMENT LEAVE

The Company understands the deep impact that death can have on an individual or a family. When a death occurs in an Employee's immediate family, all regular full-time Employees may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. The pay for time off will be prorated for a part-time Employee if the funeral occurs on a scheduled work day. The

Company may, in unusual circumstances, require verification of the need for the leave. Employees wishing to take bereavement time, should notify his or her immediate supervisor immediately.

Employees will be entitled to:

Immediate Family Defined for Bereavement Leave:

Immediate family members are defined as an Employee's spouse, domestic partner, parents, stepparents, sisters, brothers, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, niece and nephew.

Bereavement pay is calculated based on the base pay rate at the time of absence. Any Employee who requires additional time off beyond the allowance amount may with Human Resources approval, use any available paid leave for additional time off as necessary.

560 JURY DUTY LEAVE

Posillico encourages Employees to fulfill their civic responsibilities by serving jury duty when required. All Employees are allowed time off to perform such civic service as required by applicable law. Employees must provide a copy of the jury duty summons to their supervisor as soon as possible, indicating the expected length of jury duty service, so that the supervisor may make arrangements to accommodate the Employee's absence. In the event it is deemed essential that an Employee remain on the job, Posillico may elect to attempt to secure a postponement of the jury service to a mutually satisfactory date.

During jury duty, Employees must report to work for the major portion of the day if excused by the court. Full-Time Employees will receive their regular pay for a maximum of two-weeks. Thereafter, jury duty leave will be unpaid except that exempt Employees are paid their full salary for any week in which they perform authorized work for the Company. All other classifications of Employees will be paid only as required under applicable law. Any pay provided for jury duty leave is not counted as hours worked for purposes of calculating overtime.

570 MILITARY LEAVE

Employees who are called into active military service or who enlist in the uniformed services are eligible to receive an unpaid military leave of absence in accordance with applicable federal and state laws. To be eligible for military leave, Employees must provide management with advance notice of their service obligations, unless they are prevented from providing such notice due to military necessity or it is otherwise impossible or unreasonable to provide such notice.

Employees who are required to attend yearly Reserves or National Guard duty can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). Such Employees should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage.

Employees whose absence does not exceed applicable statutory limitations will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws.

Please speak to management for additional information about eligibility for Military Leave.

580 LACTATION LEAVE

The Company will provide a reasonable amount of break time to accommodate an Employee desiring to express breast milk for the Employee's infant child, to the extent required by and in accordance with applicable law. If possible, the break time must run concurrently with rest and meal periods already provided to the Employee. Break time that cannot run concurrently with rest and meal periods already provided to the Employee is unpaid, to the extent permitted by applicable law.

The company will make reasonable efforts to provide an Employee with use of a room or location other than a toilet stall to express milk in private. This location may be the Employee's private office, if applicable.

The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations. For more information, please contact the Human Resources Department.

600 WORK CONDITIONS AND RULES

605 EMPLOYEE CONDUCT AND WORK RULES

Posillico expects all our Employees to act with good judgment. We expect our Employees to abide by our code of conduct.

It is not possible to list all the forms of conduct that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension or termination of employment, but such list is not exhaustive:

- Engaging in or attempting to engage in the use, unauthorized or inappropriate removal or possession of Posillico property or another Employee's or other person's property;
- Falsification of timekeeping or other records;
- Violation of the drug-free workplace policy;
- Fighting or threatening violence in the workplace or while on duty;
- Any libel, slanderous or defamation, or physical abuse of other Employees or anyone else on Posillico property;
- Horseplay in the workplace or while on duty;
- Negligence or improper conduct leading to damage of property owned by Posillico or another Employee;
- Refusing to follow a supervisor's lawful directions;
- Violation of safety or health rules;
- Smoking or using smokeless tobacco products in the workplace;
- Violation of our policies prohibiting discrimination or sexual or other harassment;
- Possession or use of dangerous or unauthorized materials, such as explosives or firearms, in the workplace or while on duty;
- Excessive lateness or absenteeism or any absence without notice;
- Improper use of work time;
- Breach of trust;
- Misuse of Posillico funds;
- Unauthorized absence from the work area during the workday;
- Use of telephones, mail system, or other Posillico owned equipment or property in violation of applicable Company policies;
- Engaging in any conduct, which is a conflict of interest with the Employee's position with Posillico;
- Unauthorized disclosure of Posillico's confidential information, as defined in the Confidentiality Policy or any other applicable Company policy or agreement regarding confidential information;
- Violation of personnel or office policies or procedures;
- Unsatisfactory performance or conduct;
- Being connected with an earpiece to an I-pod, or cell phone during working hours, not including break times or meal periods.

When discipline is necessary, Posillico generally encourages corrective counseling through the use of verbal and written reprimands prior to dismissal. However, if, in the sole discretion of Posillico, the nature or seriousness of an infraction warrants, dismissal may result without prior verbal and/or written warnings. Please note that none of the above-listed circumstances are intended to infringe upon, interfere with, or restrain an Employee's rights under law.

610 NO SMOKING

In keeping with Posillico's intent to provide a safe and healthy work environment, smoking and the use of smokeless tobacco products are prohibited at all times throughout the workplace. Compliance with this policy applies to both Employees and visitors at all of our properties, including all field offices and trailers, with no exceptions. Employees who violate this policy may be subject to disciplinary action. Any disputes involving smoking and any Employees with questions should discuss their issues/concerns with the Human Resources Department. Employees will not be subject to retaliation for reporting violations of this policy in good faith.

615 ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, Posillico expects Employees to be reliable and to be punctual in reporting for scheduled work. Employees are expected to be at work by the established starting time at the beginning of the workday and at the conclusion of lunch breaks. Absenteeism and tardiness place a burden on other Employees and on the organization, and we expect each member of our team to avoid these problems whenever possible.

In the rare instance when an Employee cannot avoid being late to work or is unable to work as scheduled, he or she should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Asking another Employee, friend or relative to give this notice, outside of extenuating circumstance such as hospitalization, is improper and may result in disciplinary action, up to and including discharge. Employees must contact their supervisor every day that they are absent unless specifically instructed otherwise such as during an approved leave of absence. If an Employee calls in sick for three or more consecutive days or has a pattern of absence, the Employee may be required to provide their supervisor with a doctor's note on the day the Employee returns to work, to the maximum extent permitted by applicable law.

Poor attendance and excessive tardiness are disruptive, and may lead to disciplinary action, including termination of employment. If any Employee is absent for three (3) consecutive days or any three (3) days during a ninety (90) day period of scheduled workdays without notifying his or her immediate supervisor, Posillico will assume the Employee has abandoned his or her position and the Employee will be automatically removed from the payroll.

In evaluating Employee attendance and otherwise administering this policy, the Company does not consider absences/tardiness protected by applicable federal, state, or local law.

620 USE OF MAIL SYSTEMS

The use of Posillico paid postage should be used for business purposes only. This includes U.S. Mail, U.P.S., Fed-Ex, etc.

625 POSILLICO IT AND COMMUNICATIONS POLICY (INCLUDING SOCIAL MEDIA/BLOGGING

Scope and Overview

As the online landscape continues to mature, the opportunities for Posillico employees to communicate with each other and the world are evolving. While technology and social media create new opportunities for growth and personal expression, they also create new responsibilities.

As a Posillico employee, you are viewed by our customers, partners, clients, and other outside parties as a representative of Posillico. Whether or not you specifically reference or discuss your work, your use of technology and social media platforms is a reflection on the Company.

This policy is applicable to all Posillico employees regardless of the system used. In general, these directives apply to all Posillico users of:

- Hardware: Computing, network and telecommunications equipment, and data centers including, but not limited to, computers and Company-provided mobile devices.

- Software: Computing applications supported by the IT Department.

- Information: Electronic data and information.

The Company may choose to provide employees with computing resource. Such resources include personal computers and software, networked computing, electronic mail services and Internet access, among others. Such resources and information stored, sent or received on such systems, including e-mail and all electronic communications, are the property of Posillico.

Individual User IT Policy

This Individual User IT Policy details the minimum expectations and requirements accepted by Posillico for the use of its computing resources and information by individual users. Posillico system users expressly waive any right of privacy in information they create, store, send or receive on Posillico's electronic communication systems. Posillico may choose to monitor individual computer systems, data, internet usage, and/or electronic mail accounts at any given time without prior user notification, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to, maintaining the systems; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for

information; and ensuring that Company operations continue appropriately during an employee's absence.

Use of Posillico system resources in violation of the solicitations and distribution policy is prohibited. Abuse or improper use of the Posillico computer systems, data and/or electronic mail accounts in connection with either business or personal use, may be grounds for disciplinary action, including termination of employment and/or legal action.

Users are responsible for their individual computing equipment (e.g., mobile devices, notebooks, and laptops). Posillico expects its users to locate all desktop and portable computers, workstations, and phones in safe places, protected from fire, environmental conditions, and theft.

When traveling, it is also expected that users do not leave computing equipment unattended and pack it appropriately using heavily padded bags or cases. Portable computers should be never checked as baggage or be left in vehicles for an extended period of time.

ALL CONTENTS OF POSILLICO SYSTEM REASOURCES AND DEVICES ARE PROPERTY OF THE COMPANY. EMPLOYEES SHALL HAVE NO EXPECTATION OF PRIVACY WHATSOEVER IN ANY DATA, INFORMATION OR COMMUNICATIONS, INCLUDING SOCIAL MEDIA POSTS, THAT IS TRANSMITTED TO, RECEIVED OR PRINTED FROM, ACCESSED THROUGH, STORED ON, OR RECORDED ON POSILLICO SYSTEMS OR DEVICES, EVEN IF FOR PERSONAL USE.

Data Storage

Data processed on users' computing equipment must be protected accordingly to the sensitivity of the information. Users should be aware that there are inherent exposures to information-networked drives which can access all files stored in networked devices. Users must consider the security exposures of the various storage media and their associated controls before storing information in an electronic format.

In general, employees should store data in file servers, either in the individual's file server folder or in Posillico shared folders, as these are protected within centralized data locations and are backed up regularly.

When traveling, attempts should be made to store "Private" and "Confidential" information in encrypted removable media (e.g., USB keys or external hard drives) rather than storing the data in the individual' hard drive. The use of self-encrypting removable media is strongly suggested.

Intellectual Property and Confidential Information

Employees shall not use the internet or social media to disclose or otherwise misuse any intellectual property or confidential information of the Company, its affiliates, personnel, or clients, including but not limited to, logos, trademarks, copyrightable materials, trade secrets, business plans, nosiness agreements required by law or contract to be kept confidential, and personal information such as an

individual's address, social security number, account number, health information or health insurance identification number.

Business Use of Internet Access and Social Media

The Company regularly uses the internet and social media for business and marketing purposes. All internet and social media content and accounts that promote the Company or the Company's brand name or logo for Company business purposes requires prior approval of the Business Development Department management.

Any authorized use of the internet and social media must be conducted in a manner that is professional, protects the reputation and brand of the Company and is in compliance with Company's policies, the terms of use for the internet or social media site, and any applicable laws and regulations. Prohibited conduct includes, for example, use of the internet or social media in any way that constitutes libel, false advertising, copyright or trademark infringement, harassment, professional misconduct, or a violation of privacy rights or other rights protected under the law.

Additionally, based on the inherent risk of using Internet, Posillico computer resource users must follow these additional guidelines:

- Email and cloud-based accounts are not to be used for the storage of data or the transfer of any internal Posillico data within or outside the Posillico network.

- Users must not download non-business-related software from the Internet as they may contain viruses, Trojan, and other malicious software which may damage Posillico' information and systems.

- When connecting to the Posillico Network from an unsecured Internet connection (e.g., connecting to Posillico through the user's personal Internet home connection), users are required to use a Virtual Private Network (VPN) client. Users should never connect or attempt to connect to any unauthorized network (e.g., connecting to a neighbor wireless network) while using a company computer or device.

- Users are prohibited from connecting to external networks (including Internet) using dial-up modems connected to workstations while simultaneously connected to a local area network (LAN) or another Posillico internal communication network without prior authorization from the IT Department.

Personal Use of Internet Access and Social Media

The Company respects the right of its staff to use the internet and social media as a medium of self-expression and does not discriminate against employees who use these media for personal interests and affiliations or other lawful purposes. When using the internet or social media for personal purposes, users should follow the guidelines and policies set forth herein to establish a clear line between their personal and Company-related activities and to protect the business and legal interests of the Company. In addition, employees shall refrain from engaging in personal use of the internet

and social media during working hours except for limited, incidental use that does not interfere with performance of Company duties or Company operations and is compliant with Company policies and any applicable laws and regulations.

Employees shall not use the internet and social media for personal purposes in any way that might reasonably create the impression that the content is authorized or controlled by the Company, for example by placing a Posillico logo or trademark prominently on a personal Facebook page in a manner that makes the page appear to be endorsed by the Company. Employees should also refrain from using the company name or established derivatives/abbreviations in their personal handles or display names. If users identify themselves as being associated with the Company on the internet or a social media site and if the nature or context of activity on such site could reasonably be misconstrued as representing the views of the Company, then users should post a disclaimer such as, "My posts reflect my personal opinions and are not approved or authorized by Posillico and its affiliated companies."

Employees should remember that they are personally responsible for their own conduct when using the internet and social media for personal purposes and are discouraged from posting any content that is obscene, discriminatory, threatening or otherwise unlawful. Employees are encouraged to report to the Human Resources department any online behavior by or regarding employees that violates Company policies.

Repair / Upgrade of Hardware and Software

Users are required to contact the IT Department for all hardware and software support, including equipment installations, repairs, upgrades, moves, among others. The use of any external software from a person or organization other than a known and trusted Company supplier, without prior consent from the IT Department, is prohibited.

Approved anti-virus software will be installed, configured, and regularly updated on all individual user computers by the IT Department. Users must notify the IT Department of unprotected workstations, outdated virus-software, and any virus findings in their individual computing equipment. The Company reserves the right to remove any unlicensed or unauthorized software found on user's computing equipment.

IT Purchase and Service Policy

All hardware, software, telecommunication, cell phones, copiers, and other office equipment purchases and installation requests should be submitted to your supervisor for authorization prior to purchase. Once authorization is approved and a purchase order is issued, the IT Department will work with the requesting department/personnel to implement the software in a manner that is consistent with corporate and IT support policies. Any unauthorized hardware or software located on Posillico's systems will be removed upon its discovery. This policy is necessary to ensure that the appropriate level of support is available, that the new hardware/software can integrate with existing systems, and to minimize any disruption in business due to conflicts and incompatibility.

Disclaimer of Responsibility for Damage to Data and Systems

Posillico uses access controls and other security measures to protect the confidentiality, integrity, and availability of the information handled by computers and communications systems.

In keeping with these objectives, the IT Department maintains the authority to:

- Restrict or revoke any user's privileges.

- Inspect, copy, remove, or otherwise alter any data, program, or other system resource that may undermine these objectives.

- Take any other steps deemed necessary to manage and protect its information systems.

This authority may be exercised with or without notice to the involved users. Posillico disclaims any responsibility for loss or damage to data or software that results from its efforts to meet these security objectives.

Social Media Guidelines

For the purposes of this policy, social media means any tool or service that facilitates conversations over the internet. This includes platforms such as Facebook, Twitter, Instagram, Snapchat, WeChat, YouTube, Flickr, blogs, wikis, etc. These platforms are included as examples and are not intended to be an exhaustive list of platforms or forums relevant to this policy.

The Company respects the right of its employee to maintain a blog or website or to participate in social networking on or through websites or services such as Twitter, Facebook, or similar sites/services (collectively "social media"). However, to protect the Company's interests and ensure Employees focus on their job duties, Employees must adhere to the following rules:

- Employees may not use social media during work hours except for limited, incidental use that does not interfere with performance of the employee's duties and responsibilities and is otherwise compliant with the Company policies.

  EMPLOYEES ARE REMINDED THAT ALL RULES, REGULATIONS AND POLICIES REGARDING CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION APPLY IN FULL TO EMPLOYEES' SOCIAL MEDIA USE.

- Employees who choose to express thoughts or opinions (e.g., political opinion, opinion regarding the Company's action, religious beliefs, etc.) must identify that the views expressed on the blog, website or other platform are yours alone and do not represent the views of the Company.

- Any requests for statements or responses from news media should be forwarded to the employee's direct supervisor and the Human Resources Department.

- Be respectful of potential readers and colleagues. Please do not use obscene, discriminatory, threatening, maliciously false or otherwise unlawful comments or statements.

- Employees may not use the Company's logos or trademarks for commercial purposes or to endorse any product or service.

All other Company policies apply equally to social media. Employees should review this Handbook for further guidance.

The Company encourages all employees to keep in mind the speed and manner in which information posted through social media can be relayed (and often misunderstood) by readers. Employees are expected to use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. When in doubt, do not post! Failure to follow these guidelines may result in discipline, up to and including termination. In enforcing this policy, the Company reserves the right to monitor social media activities of employees, whether or not such activities are conducted with Company resources, to the extent permitted by and in accordance with applicable law.

Electronic Mail & Communications Policy

The IT Department provides Posillico users with a common electronic communication system (e.g., Outlook) to meet communication requirements of the corporation.

Electronic communications regarding Posillico matters should be written in accordance with standard business guidelines and conducted in compliance with all Posillico procedures and policies.

Password Policy

Electronic passwords are an important part of Posillico computer system security. It is the user's responsibility to maintain the secrecy of his/her password. Misuse of passwords, the sharing of passwords, and/or the unauthorized use of another employee's password can result in disciplinary action, including termination of employment and/or legal action.

630 CORPORATE CREDIT CARD – COMDATA

Corporate credit cards are issued to select Employees for business only use via ComData. Employees who are issued a ComData corporate credit card must follow procedures as indicated in the ComData Training Manual, available on Company Intranet.

Coding and Deadlines: Employees must scan and code receipts bi-monthly as follows:

Transactions dated the 1st through the 15th must be entered by the 20th of the month.

Transactions dated the 16th through the end of the month must be entered by the 5th of the following month.

Failure to follow the appropriate scanning and coding procedure may result in loss of ComData card privileges.

635 FUEL CARD USAGE AND FUEL REIMBURSEMENT POLICY

Overview

Fuel cards are issued for special circumstances. They are either assigned to a specific vehicle or an individual and are to be used for business purposes only.

Policy

For fuel cards assigned to company vehicles, Posillico prefers that every attempt is made in purchasing fuel at a Gulf station, although the card can be used at any station.

If your card is lost or stolen, immediately notify Shop Management as soon as the loss is discovered so that the card can be canceled and reissued.

Fuel Card Types:

Posillico Vehicle Fuel Card – These cards are to be used specifically with the assigned Posillico vehicle that is printed on the card. The card should be left in the glove box of the assigned Posillico vehicle at all times and should not be used to fill any other Posillico vehicle or a vehicle for personal use. If you change Posillico vehicles you should leave the card with your old vehicle and you will use the fuel card that is supplied with your new vehicle.

Employee Vehicle Fuel Card / ComData Card – These cards are to be used only by the Employee whose name is printed on the card and is **only for business use of your personal vehicle.**

When using a ComData card for fuel, **ALL EMPLOYEES** are required to enter:

1. Their specific PIN that was assigned to them; and
2. Current mileage of the vehicle.

YOU WILL NOT BE ABLE TO USE THE CARD WITHOUT ENTERING YOUR PIN. It is also very important that you do not share your PIN with anyone so we can minimize the possibility of card misuse.

Filling up of small tools or gas cans:

Small tools and gas cans are to be filled using the Project Manager's company credit card or via petty cash on that particular project.

Disciplinary Action:

Failure to enter mileage, entering incorrect mileage, theft, abuse, or failure to provide receipts or other appropriate documentation will result in disciplinary action up to and including the removal of privileges and cancellation of your card, as follows:

- First violation: First written warning.
- Second violation: Second written warning & card privileges will be revoked for one month. Four weeks from the date of the second written warning. There will be no reimbursement for gas usage during this time.
- Third violation: Permanent removal of fuel card privileges due to continued abuse.

640 TELEPHONE/CELL PHONE/VOICE MAIL USE

The Company's telephone system and business cell phones are to be used for business purposes, but the Company realizes that some personal calls are necessary.

Employees can make or receive brief personal telephone calls that are urgent or extremely difficult to schedule outside work hours. Whenever possible, Employees should make their personal telephone calls during meal or break periods.

Employees who abuse this privilege or make fraudulent, unlawful, or abusive calls are subject to discipline and possible criminal prosecution. Employees should report any such telephone calls received at work to their supervisor or the Human Resources Department.

Cell phones should be turned off or set to silent or vibrate mode during meetings in order not to disrupt normal workflow.

The use of personal cell phones while at work (for phone calls, texting, and any other personal use of the device) will only be permitted on an emergency basis. Personal cell phones should be set to silent or vibrate mode during working hours in order not to disrupt normal workflow.

Voice mail, like other components of the company telephone system, is provided and intended for business use only, and all messages are company records. Employees should respond promptly to their voice mail messages and delete old messages. Although Employees need a password to access the voice mail system, they should not expect that voice mail messages are private.

645 USE OF CELL PHONES WHILE DRIVING

Purpose

The use of a cell phone while driving may present a hazard to the driver, other Employees and the general public. This policy is meant to ensure the safe operation of company vehicles and the operation of private vehicles while an Employee is on work time and conducting business.

All Cell Phone Usage and other Electronics

Employees must adhere to all federal, State or local rules and regulations regarding the use of cell phones while driving.

Accordingly, Employees must not use cell phones if law, regulation or other ordinance prohibits such conduct. If you are not sure whether the use of a cell phone while driving is prohibited in a particular area, please check with the Human Resource Department.

Employees should not use hand held cell phones, I-pods, or a PDA while driving. Should an Employee need to make a business call or send e-mail while driving, he should locate a lawfully designated area to park and make the call or respond to email.

Employees may use hands-free cell phones to make business calls only in emergency situations. Such calls should be kept short and should the circumstances warrant (e.g., heavy traffic, bad weather), the Employee should locate a lawfully designated area to park to continue the call.

Discipline

Violation of this policy will subject an Employee to disciplinary action, up to and including immediate termination.

650 CELL PHONE REIMBURSEMENT PROGRAM

In today's technologically advanced environment, we are witnessing more Employees incorporate the use of personal cell phones in their daily personal and business routine. In an effort to increase efficiency and reduce the burdens on our Employees, we are offering all ***"eligible"*** Employees the ability to use their personal cell phones for business purposes during their normal working hours and receive reimbursement from the Company to offset the cost incurred.

Upon termination of employment, all Posillico accounts will be wiped from the Employee's personal phone. Please contact the Human Resources Department for more information.

655 JOB POSTINGS

Posillico believes in promoting Employees from within and has established a job-posting program to give all Employees an opportunity to apply for positions for which they have an interest and are qualified. Most open positions will be posted on the job section of Posillico's web site.

To be eligible to apply for posted positions, you generally must meet the minimum hiring specifications, be capable of performing all functions of the job, be an Employee in good standing and generally have been in your current position for a minimum of one (1) year.

You are not required to notify your supervisor when submitting an application for a posted position. However, if you become a candidate for the position your supervisor will be notified.

660 SOLICITATION AND DISTRIBUTION

Solicitation of any kind by an Employee of another Employee is prohibited while either person is on working time. Similarly, the distribution of advertising material, handbills, printed or written literature of any kind is prohibited during working time and at all times in working areas of Posillico.

Working time includes the time during which any of the Employees involved are actually scheduled to work, but does not include scheduled rest periods, meal breaks and other specified times when Employees are not expected to be working.

Solicitation of any kind by non-Employees is prohibited at all times. The distribution of literature by non-Employees on Posillico premises is also prohibited at all times.

665 CASUAL DRESS AND GROOMING POLICY

Purpose

Posillico offers Employees the opportunity to dress in casual, appropriate business attire. This casual dress code is intended to allow Employees to work comfortably and save money on clothing costs. However, Employees are responsible for ensuring that their dress and grooming present a positive image to clients and the public.

Guidelines

Employees should use good judgment and follow the guidelines below in determining appropriate dress and grooming:

Acceptable attire. For purposes of this policy, casual business attire is clothing that allows Employees to feel comfortable at work, yet is appropriate for an office environment. This policy does not require Employees to purchase casual business attire. Employees who prefer to dress in formal or traditional business attire are free to do so.

Casual business attire includes, but is not limited to: slacks, khakis, jeans without tears or holes, sports shirts, turtlenecks, sweaters, loafers, tennis shoes, and sandals. Skirts, dresses and walking shorts should be no higher than three inches above the knee. Clothing must be neat and clean.

Unacceptable attire. Unacceptable clothing includes, but is not limited to: T-shirts; sweat pants, sweat shirts, or workout attire; cutoffs; beach attire; halter or tank tops; tube tops; dresses, skirts, or shorts that are excessively short or tight-fitting; sheer clothing or clothing that otherwise is revealing, distracting, or provocative; and flip-flops.

Grooming. Hairstyles, makeup, and the grooming of beards and mustaches are left to the discretion of Employees. However, Employees' personal grooming should contribute to a clean and neat appearance.

Personal Hygiene. All Employees are expected to maintain clean and appropriate oral and bodily hygiene. The excessive use of perfume or cologne is unacceptable.

Exceptions

Employees should consider each day's activities when determining what to wear to work. Employees who are hosting or attending meetings with clients, vendors, or Employees from another company office should refrain from wearing casual attire, unless meeting attendees agree in advance to follow the casual business attire policy.

Additional or alternative dress and grooming requirements based on the business needs of your department or for safety reasons may be communicated by your supervisors/managers.

Posillico makes reasonable accommodations for dress or grooming directly related to an Employee's sincerely-held religious beliefs or disabilities in accordance with applicable law.

Enforcement

Posillico reserves the right to determine, at its sole discretion, dress code violations and to enforce its stated policy.

Employees who have questions about what constitutes acceptable attire should ask their supervisor. A supervisor or manager will counsel anyone dressing inappropriately.

Dress code violations that are exceptionally unprofessional or unsafe can result in the Employee being sent home without pay (to the extent permitted by law). Repeated violations of the dress and grooming policy can result in disciplinary action, up to and including termination.

670 STATIONERY

Posillico stationery carries with it the prestige of the organization. The reputation and influence of Posillico can be affected by the manner in which stationery is used. Under no circumstance should Employees use Posillico letterhead for personal reasons. Stationery is to be used for Posillico business only.

675 SECURITY INSPECTIONS

Posillico wishes to maintain a work environment that is free of illegal drugs, firearms, explosives, or other improper materials.

To this end, Posillico prohibits the control, possession, transfer, sale, or use of such materials on or in the vicinity of its premises. Posillico requires the cooperation of all Employees in administering this policy.

Vehicles, facilities, desks, lockers, and other storage devices may be provided for the convenience of Employees but remains the sole property of Posillico. Accordingly, any agent or representative of Posillico can inspect them, as well as any articles found within them, at any time, either with or without prior notice. No Employee has the right to interfere with or object to such searches of Posillico property based on expectations of privacy or otherwise.

680 SAFETY

Posillico endeavors to provide a safe and secure working environment for its Employees and others on its premises.

Employees should immediately inform their immediate supervisor if they notice any potentially dangerous conditions. All Employees are expected to comply with the following rules:

- Report unsafe equipment, hazardous conditions and unsafe acts to a supervisor immediately. Do not try to fix broken equipment.
- Be aware of your local emergency numbers for Police, Fire Department, hospitals and paramedics.
- Know the location of fire exits, first aid kits, and fire extinguishers.
- Wear protective gear if your position warrants it.
- When performing duties and operating equipment, you must take care to protect your own safety, as well as that of your coworkers and the public.
- Clean up all spills of non-hazardous liquids (e.g. coffee, water, etc.). Report all spills involving a hazardous chemical to your supervisor and ask for assistance.
- Footwear appropriate for your job must be worn at all times while performing your duties.
- Do not lift awkward or heavy materials by yourself. Ask for assistance if needed.
- Keep your work areas clean at all times. Keep floors dry and free from spills.
- Report all incidents and injuries to your supervisor immediately.
- Passageways should remain open, and aisles should not be blocked.
- Materials should not be stored in front of exit doors, and desk and file cabinet drawers should be kept closed when not in use.

For all additional requirements, please review your "Field Health and Safety Manual".

In addition, all office personnel who are required to visit a job-site and who have not attended a ten (10) hour OHSA training course must first meet with our Health and Safety Director for safety information and instruction before going out into the field.

685 WORKPLACE VIOLENCE

Purpose

Posillico does not tolerate acts of workplace violence committed by or against Employees. Posillico prohibits Employees from making threats or engaging in violent acts.

NOTE: This is a zero-tolerance policy, meaning that Posillico disciplines or terminates every Employee found to have violated this policy.

Employee Guidelines and Procedures

While we endeavor to provide our Employees with a safe and secure workplace, Posillico recognizes that crime and violence sometimes can spill over into the workplace. We are providing you with these guidelines so you can be better prepared to handle violent and threatening situations.

This document summarizes actions you should and should not take to deal with threatening or violent situations. Taking a few moments to familiarize yourself with these guidelines is an important part of being prepared for workplace emergencies.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Injuring another person physically; engaging in behavior that creates a reasonable fear of injury in another person.
- Engaging in behavior that subjects another individual to extreme emotional distress.
- Possessing, brandishing, or using a weapon while on Posillico premises or engaged in Posillico's business, unless such restriction is prohibited by applicable law.
- Damaging property intentionally.
- Threatening to injure an individual or damage property.
- Committing injurious acts motivated by, or related to, domestic violence or sexual harassment.

General Security Practices

- Never hesitate to call the police or security if confronted with a potentially violent situation. It is better to have called the police unnecessarily than not to have the police available when a threatening situation turns violent.
- Never attempt to physically restrain or physically remove a threatening or violent individual by yourself. Doing so puts you in danger and leaves you and Posillico vulnerable to possible lawsuits.
- Alert your supervisor or the Safety Director to the presence of strangers in your work area or the presence of any suspicious packages.
- Always report violent, threatening, or harassing other behavior in violation of this policy to your supervisor and the Safety Director.
- In the event of armed robbery, comply with the robber's demands, including demands for Posillico's money or property.

Coping with Threatening or Violent Individuals

Effective handling of threatening or violent individuals requires you to use good judgment, common sense and to rely on your own assessment of the particular situation. Nevertheless, you might be able to resolve or cope with many types of threatening or violent situations by following the guidelines below.

When confronted with an angry or hostile individual:

- Stay calm.
- Listen attentively.
- Maintain eye contact.
- Be courteous and patient, but try to keep the situation under control by expressing a willingness to sit and calmly discuss the matter with the individual.

When confronted with a person shouting, swearing, threatening violence, or engaging in bizarre or dangerous behavior:

- Stay calm.
- Be courteous and patient, but maintain your distance from the individual.
- Signal a co-worker or supervisor that you need help. Do not call for help yourself if the individual is directly confronting you.
- Have the co-worker or supervisor call the local police. "Paging Mary Evans" is a pre-arranged code to signal that there is a problem.

When confronted by someone with a gun, knife, or other weapon:

- Stay calm.
- Never try to grab the weapon.
- Quietly signal a co-worker or supervisor that you need help. Do not call for help yourself if the individual is directly confronting you.
- Have the co-worker or supervisor call the security guard or local police. Paging Mary Evans signals that there is a problem.
- Be courteous and patient. Keep talking, but follow the instructions from the person who has the weapon. Stall for time, but do not risk harm to yourself or others.
- Watch for a safe chance to escape to a safe area. Take direction from the police or safety personnel once they arrive on the scene.

Enforcement

Human Resource and Safety personnel will immediately investigate any report of violence, harassment, or threats committed on Posillico premises.

All Employees who commit violent acts or who otherwise violate this policy are subject to corrective action or discipline, up to and including termination of employment.

Posillico will seek the prosecution of all those who engage in violence on its premises or against its Employees while they are engaged in employer business.

700 CONFIDENTIALITY

We take pride in our organization and, as a member of the Posillico team. We are committed to excellence and know that others, especially competitors, will seek after our ideas, materials, products and data. You owe it to yourself, your colleagues, Posillico and everyone connected with our organization to safeguard these assets.

In the course of your employment with Posillico, you will be entrusted with highly confidential information and materials, including "trade secrets". This information is the property of Posillico and as such, you owe a duty of confidence and trust to our company regarding such information. The general rule is do not disclose confidential business information about Posillico to anyone outside the organization. If you have any doubts about whether any information or data concerning Posillico, is confidential, you must refrain from disclosure and check with your immediate supervisor.

Violation of this policy may result in discipline, up to and including dismissal, even for a first offense. For more information, please refer to the Code of Business Conduct and Ethics Policy, which are contained in a separate document.

710 CONFIDENTIAL INFORMATION

Confidential information includes information that is internally generated by Posillico, concerning the business of Posillico. It may also include information obtained from sources outside of Posillico, including information about other companies. You should consider all information, from whatever source, to be confidential until it has been made available to the general public for at least forty-eight (48) hours. Unauthorized disclosure of confidential information could cause competitive harm to Posillico and result in liability for Posillico and those persons disclosing the information.

- The intellectual property and trade secrets of Posillico.

- The creative efforts, ideas and expressions belonging to Posillico, any and all information relating to the Posillico's business operations including information relating to bids, proposals, pricing, bid schedules, targeted or contemplated projects, customer lists, accounting and financial information and reports, letters of intent, term sheets, contracts of sale, business plans, media plans and pricing.

- All notes, memoranda, files, software programs, databases, records, documents, writings and other items that you create, prepare, use or come into contact with during your employment, either directly or indirectly, that relate to actual or anticipated business of Posillico.

During the period of your employment at Posillico, you cannot, directly or indirectly, use or disclose the confidential information other than in the course of performing your duties as an

Employee and with Posillico's consent. In the event that your employment terminates for any reason, you must promptly return to Posillico all confidential information in your possession.

Nothing in this provision shall be deemed to limit an Employee's rights under the National Labor Relations Act.

720 UNAUTHORIZED DISCLOSURE

Personnel may not discuss confidential information with anyone outside the Company.

730 SAFEGUARDING CONFIDENTIAL INFORMATION

Care must be taken to safeguard confidential information. Accordingly, the following measures should be adhered to:

- Posillico's Employees should conduct their business and social activities so as not to risk intentional or inadvertent disclosure of confidential information. For example, when not in use, confidential documents should be securely stored. Also, review of confidential documents or discussion of confidential subjects in public places (e.g., airplanes, trains, taxis, etc.) should be so conducted so as to prevent overhearing or other access by unauthorized persons.

- Within Posillico's offices, confidential matters should not be discussed within hearing range of visitors or others not working on such matters.

- Confidential matters should not be discussed with other Employees not working on such matters or with friends or relatives including those living in the same household as a Posillico Employee.

740 QUESTIONS ABOUT PARTICULAR SITUATIONS

Whenever any Posillico personnel are confronted with a situation where they have any questions as to what the result should be under these policies and procedures, they should consult immediately with Human Resources.

800 TERMINATION OF EMPLOYMENT

810 TERMINATIONS

Since employment with Posillico is at-will, both the Employee and Posillico have the right to terminate employment at will, with or without cause, at any time.

Employees are responsible for all Posillico property, materials, or written information issued to them or in their possession or control. Employees must return all property immediately at any time at the request of Posillico and in any event on or before the last day of work.

Resignation is a voluntary act initiated by the Employee to terminate employment with Posillico. Although advance notice is not required, Posillico requests at least two (2) weeks and the resignation in writing from all Employees.

Under no circumstances will an Employee be paid out for accrued, unused PTO upon termination.

820 NON-SOLICITATION OF EMPLOYEES

Employee hereby agrees that during the Employee's employment with Posillico and for a period of twelve (12) months thereafter, Employee shall not, directly or indirectly, for Employee's own account or jointly with another, or for or on behalf of any entity, as principal, agent or otherwise, solicit or induce or in any manner attempt to solicit or induce any person employed by Posillico or any of its subsidiaries or affiliates to leave such employment (including as a consultant), whether or not such employment is pursuant to a written contract with Posillico or otherwise.

Code of Business Ethics

All of us at Posillico have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Posillico's Code of Business Conduct and Ethics Policy ("Code"), which is contained herein describes the framework within which Posillico operates. The purpose of the Code is to provide general direction so that Employees can seek further clarification on issues related to the subject of acceptable standards of operation. All Employees are required to review and adhere to the Code.

Mission Statement

Posillico is the company which knows how to solve complex construction problems, completing all projects safely, on time, on target, and on budget. Posillico is dedicated to setting the standard for excellence in the construction industry relative to: infrastructure, quality of life, and making a difference through solid relationships at all levels.

Vision

To be the employer and organization of choice in each of the markets we serve, by completing all projects safely, on time, on target and on budget.

I. Client Relationships

Fiduciary Obligations - Employees should at all times act in accordance with our interests and to those of our clients. Employees shall not engage in any personal financial or business activity that could be reasonably construed as contrary to Posillico and the client's best interests.

Employees shall not represent personal or business interests divergent or conflicting with those of Posillico's clients, unless the client is first notified in writing of the activity or potential conflict of interest and consents in writing to allow the Employee to proceed.

Confidentiality

Posillico's business relationships with its clients are confidential and maintaining this confidentiality is essential to Posillico's business relationships. Information regarding Posillico's clients must not be discussed with family or friends, nor discussed with other Employees in public places where others can listen in to private conversations. This duty of confidentiality applies to all information, which may be proprietary, or sensitive regarding clients' businesses or information.

Employees shall not disclose to any third party any confidential or proprietary information, which would be injurious or damaging to a client concerning the client's business or personal affairs without the client's prior written consent, unless such disclosure is required or compelled by law or regulation.

In certain cases, Employees may gain knowledge of unethical or illegal activity conducted by a client. Employees should immediately report such activity to their immediate supervisors. Employees may also at a later time be required by law or regulation to disclose their knowledge of such activity to government officials.

See the Confidentiality Policy in the Employee Handbook for additional information.

Client Gratuities

Property and/or Monetary Gifts - Employees will not be permitted to accept gifts in excess of One Hundred Dollars ($100.00), without the consent from a member of management. However, they may be allowed to retain gifts of a symbolic nature, such as flowers or food.

Requested or Offered Services - Employees are only allowed to receive services from clients and subcontractors at industry rates if a member of management approves any work being performed by a client of Posillico.

Socializing with Clients and Subcontractors

Posillico recognizes the importance of Employee participation in social activities provided by the client. Employees will be allowed to accept, with prior approval of their immediate supervisor, the invitation of a client to a reasonable event (e.g. Grand Opening party, Holiday party, business dinner, golf outing). Reasonable events do not include vacations, recreational events that last more than a day, adult theme activities or the like. In addition, the inviting party must be present at the event. If Employees are unsure about what type of events they may attend, they should consult a member of management.

Documentation of All Client Related Activities

All activity with a client must be documented and presented to the Employee's immediate supervisor who will be responsible for record maintenance. At no time are Employees allowed to accept or offer anything to a client without the approval of an immediate supervisor.

Personal Gains

Personal gains are not limited to direct cash payments. Any transaction in which Employees or their families can gain personally through a transaction between Posillico and a client or vendor is prohibited. These transactions are not only unethical but may also be illegal.

Reciprocity

Posillico often purchases goods or services from vendors who may also buy services from Posillico although this is normal practice, Employees must not ask vendors to buy Posillico services in order to become or continue to be a vendor with Posillico.

Payments to Clients

Employees shall not pay, or offer to pay, any benefit to any client or prospective client's agent or representatives in order to induce the purchase of Posillico's services.

II. Proper/Improper Work Conduct

Use of Contraband or Other Inebriating Substances

Possession, sale, or use of alcohol, narcotics, or any other intoxicating drug or controlled substance without a valid prescription, on the premises of Posillico, or being under the influence of alcohol, narcotics or any other intoxicating drug or controlled substance without a valid prescription during working hours, is prohibited.

See the Drug Free Workplace Policy in the Employee Handbook for additional information.

Violations of Law

All Employees are expected to adhere to all federal, State, local and administrative laws, rules and regulations in and out of the office. Employees involved in the theft or misuse of Posillico funds or property will be prosecuted to the full extent of the law.

Physical Violence

All Employees are expected to act in an appropriate manner in their relationships with other Employees, competitors and the public. At no time should Employees threaten or implement physical violence against any other person. Any threats or physical violence directed towards a Posillico Employee in the course of the performance of the Employee's job should be reported immediately to the Employee's supervisor.

See the Workplace Violence Policy in the Employee Handbook for additional information.

Appearance

Posillico considers its Employees to be its most important representatives. All Employees should remember that their personal appearance is a reflection of the company.

See the Casual Dress and Grooming Policy in the Employee Handbook for additional information.

Conflicts of Interest

Employees shall not represent personal or business interests divergent or conflicting with those of Posillico. If Employees are unsure about whether a situation constitutes a conflict of interest, they should discuss the matter with their immediate supervisor.

See also the Ethics and Conflicts of Interest Policy in the Employee Handbook.

Books and Records

Employees shall not intentionally, either through deliberate omission or by entry of false information, cause Posillico's books or records to be inaccurate. Legal and regulatory practices require Posillico to retain its books and records for a certain period of time.

Safety Conditions

To provide a clean and safe environment for its Employees, Posillico encourages all Employees to report any conditions they believe to be unsafe, unhealthy or hazardous to their immediate supervisor.

See the Safety Policy in the Employee Handbook for additional information.

Preventing Harassment and Discrimination

Posillico is committed to maintaining a work environment free of harassment and discrimination. In keeping with this commitment, Posillico will not tolerate harassment of, or discrimination against, its Employees by anyone, including any supervisor, co-worker, vendor or customer. Employees should consult their Employee Handbook for a more detailed description of Posillico's harassment policy.

See the Sexual and Other Harassment Policy in the Employee Handbook for additional information.

Payments to Government Employees

Employees shall not give or offer to give, or provide or offer to provide, money, gifts, services, entertainment or anything of value, directly or indirectly, to any government Employee in order to induce any change in the performance of his or her responsibilities.

Enforcement

Employees are obligated to report any suspected violation of this Code to their immediate supervisor.

If any Employee has knowledge of unethical or illegal activity conducted within Posillico or by outside agencies, the Employee should immediately report such activity to a member of the Board of Directors. Employees may also at a later time be required by law or regulation to disclose their knowledge of such activity to government officials.

Employees are expected to cooperate fully in any investigation of a suspected violation of this Code. Employees making good faith reports of suspected violations will not be subject to any reprisals.

Posillico reserves the right to discipline Employees in violation of this Code through any legal method necessary to ensure adherence to proper conduct and to this Code, up to and including discharge.

To ensure a better working environment for all Employees, Posillico encourages all Employees to seek the guidance of Human Resources or their supervisors, if they have any questions concerning this Code.

NEW YORK SUPPLEMENT

I. BLOOD DONATION LEAVE

In accordance with New York Labor Law, Posillico will provide employees who work in New York at least twenty (20) hours per week up to three (3) hours of unpaid leave in any calendar year to donate blood.

Employees must provide their supervisor/manager with reasonable notice of their intention to participate in a blood drive. If the blood drive is at an offsite location, employees must provide at least three (3) days advance notice. If the blood drive is onsite, employees must provide at least two (2) days advance notice.

Posillico fully supports the use of this leave to make a blood donation. We will not tolerate any form of retaliation against an employee for requesting or using leave to donate blood.

II. BONE MARROW DONATION LEAVE

In accordance with state law, Posillico will grant employees up to twenty-four (24) hours of combined leave to donate bone marrow and to recuperate. Employees may use any accrued paid time off for this purpose or take the time as unpaid. Such leave shall not affect the employee's rights with respect to any other employee benefit. Posillico reserves the right to request medical verification of the purpose and length of each leave requested by the employee to donate bone marrow.

III. NEW YORK CITY SUPPLEMENTAL GENDER DISCRIMINATION POLICY

In accordance with New York City law, Posillico prohibits discrimination in employment on the basis of gender. For purposes of this policy, gender is an individual's actual or perceived sex, including gender identity, self-image, appearance, behavior, or expression, regardless of whether the individual's gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the legal sex assigned to that individual at birth. Posillico is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, accommodation requests, access to programs and facilities, employee activities, and general treatment during employment.

In furtherance of this policy:

- Posillico gives employees the option of indicating their preferred gender pronoun. Posillico's systems allow employees to self-identify their names and genders and do not limit such identifications to male and female only.
- Posillico's dress code and grooming standards are gender neutral, and therefore do not differentiate or impose restrictions or requirements based on gender or sex.

- Posillico evaluates all requests for accommodations (including requests for medical leaves) in a fair and non-discriminatory manner.
- Employees who engage with the public as part of their job duties are required to do so in a respectful, non-discriminatory manner by respecting gender diversity and ensuring that members of the public are not subject to discrimination (including discrimination with respect to single-sex programs and facilities).

Employees with issues or concerns regarding gender discrimination or who feel they have been subjected to such discrimination can contact Human Resources. Posillico prohibits and does not tolerate retaliation against employees who report issues or concerns of gender discrimination pursuant to this policy in good faith.

IV. NEW YORK CITY PREGNANCY ACCOMMODATIONS POLICY

Pursuant to the New York City Human Rights Law, Posillico prohibits unlawful discrimination on the basis of pregnancy or perceived pregnancy and will endeavor to reasonably accommodate the needs of an employee for her pregnancy, childbirth, or related medical condition in order allow her to perform the essential requisites of the job, provided that such employee's pregnancy, childbirth, or related medical condition is known or should have been known by Posillico, and the proposed accommodation does not impose an undue hardship on Posillico.

Any employee who needs to request an accommodation due to pregnancy, childbirth, or a related medical condition should contact Human Resources.

After receiving a request for an accommodation due to pregnancy, childbirth, or a related medical condition or learning indirectly that an employee requires such an accommodation, Posillico will engage in a cooperative dialogue with the employee. Even if an employee has not formally requested an accommodation, Posillico may initiate a cooperative dialogue under certain circumstances, such as when Posillico has knowledge that an employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to pregnancy, childbirth, or related medical condition, in compliance with applicable law.

The cooperative dialogue may take place in person, by telephone, or by electronic means. As part of the cooperative dialogue, Posillico will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how Posillico may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, Posillico will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. Posillico is not required to provide the specific accommodation sought by an employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitation.

As part of the cooperative dialogue, Posillico reserves the right to request medical documentation from an employee under the following circumstances:

1) when an employee requests time away from work, including for medical appointments, other than time off requested during the six (6) to eight (8) week period following childbirth (for recovery from childbirth) or
2) when an employee requests to work from home, either on an intermittent basis or a longer-term basis.

If Posillico believes that the provided documentation is insufficient, and before denying the request based on insufficient documentation, Posillico reserves the right to request additional documentation from the employee or, upon the employee's consent, speak with the health care provider who provided the documentation. As applicable, an employee whose time off is covered by the Family Medical Leave Act (FMLA) may also be required to provide medical documentation, depending on the circumstances of the leave request, pursuant to federal law.

At the conclusion of the cooperative dialogue, Posillico will provide written notice to the employee in a timely manner indicating that Posillico:

1) will be able to offer and provide a reasonable accommodation,
2) will not able to provide a reasonable accommodation to the employee because there is no accommodation available that will not cause an undue hardship on Posillico's operations, or
3) will not able to provide a reasonable accommodation to the employee because no accommodation exists that will allow the employee to perform the essential requisites of the job.

Posillico will endeavor to keep communications regarding requests for reasonable accommodations and all circumstances surrounding an employee's pregnancy, childbirth, or related medical condition confidential.

Employees with questions regarding this policy should contact Human Resources.

V. NEW YORK STATE PAID FAMILY LEAVE ("PFL")

Employees may be entitled to a paid leave of absence under the New York Paid Family Leave ("PFL") law when they need time off to care for a family member, bond with a child or for certain qualifying exigencies. Benefits under this policy are funded through payroll deductions. This policy provides basic information concerning PFL entitlements and obligations. For questions concerning PFL, employees should contact Human Resources.

EMPLOYEES ELIGIBLE FOR PFL LEAVE

PFL is available to "eligible employees." To be eligible, an employee must have: (a) (1) a regular schedule of 20 or more hours per week; and (2) been employed for at least 26 consecutive weeks prior to the date PFL leave begins; OR (b) (1) a regular schedule of less than 20 hours per week; and (2) worked at least 175 days prior to the date PFL leave begins.

An employee has the option to file a waiver of PFL and therefore not be subject to deductions when his or her regular employment schedule is: (i) 20 or more hours per week but the employee will not work 26 consecutive weeks; or (ii) less than 20 hours per week and the employee will not work 175 days in a 52 consecutive week period.

EMPLOYEE ENTITLEMENTS FOR PFL

As described below, PFL provides eligible employees with a right to paid leave, health insurance benefits and job restoration for certain family reasons.

A. Basic Leave Entitlement

1. Reasons Leave May be Taken

Leave may be taken for any one, or for a combination, of the following reasons:

a. To participate in providing care, including physical or psychological care, for the employee's family member (child, spouse, domestic partner, parent, grandchild, grandparent or parent of a spouse or domestic partner) with a serious health condition;

b. To bond with the employee's child during the first twelve months after the child's birth, adoption or foster care placement; and/or

c. Because of any qualifying exigency, as interpreted by the Family and Medical Leave Act (FMLA), arising out of the fact that the employee's spouse, domestic partner, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (a) inpatient care in a hospital, hospice or residential health care facility; or (b) continuing treatment or continuing supervision by a health care provider. Subject to certain conditions, the continuing treatment or continuing supervision requirement may be met by a period of incapacity of more than three (3) consecutive full days during which a family member is unable to work, attend school, perform regular daily activities or is otherwise incapacitated due to illness, injury, impairment or physical or mental conditions, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (a) treatment two or more times by a health care provider; or (b) treatment on at least one occasion by a health care provider, which results in a regimen of continuing treatment under the supervision of the health care provider. The continuing treatment or continuing supervision requirement also may be met by any period during which a family member is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated due to a chronic serious health condition or an illness, injury, impairment, or physical or mental condition for which treatment may not be effective. A chronic serious health condition is one which: (a) requires periodic visits for treatment by a health care provider; (b) continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) may cause episodic rather than a continuing period of incapacity. Examples of such episodic

incapacity include but are not limited to asthma, diabetes, and epilepsy. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

2. Duration of Leave

PFL provides eligible employees up to eight (8) weeks (increases to ten (10) weeks on or after January 1, 2019 and up to twelve (12) weeks on or after January 1, 2021) paid leave within any 52 consecutive week period.

The 52 consecutive week period is determined retroactively with respect to each day for which PFL benefits are currently being claimed.

B. Pay During Leave

PFL paid benefits are financed solely through employee contributions via payroll deductions. The weekly monetary benefit will be 50% of the employee's average weekly wage or 50% of the state average weekly wage, whichever is less (increases to 55% on or after January 1, 2019, 60% on or after January 1, 2020 and 67% or after January 1, 2021).

An employee who is eligible for both statutory short-term disability benefits and PFL during the same period of 52 consecutive calendar weeks may not receive more than 26 total weeks of disability and PFL benefits during that period of time. Statutory short-term disability benefits and PFL benefits may not be used concurrently.

C. Intermittent Leave and Reduced Leave Schedules

PFL leave may be taken for a period of consecutive days or weeks. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently in increments of at least one full day or on a reduced leave schedule, except that an employee may only take intermittent or reduced leave to care for a family member with a serious health condition where it is shown to be medically necessary. Employees must provide notice as soon as is practicable before each day or intermittent leave.

D. Protection of Group Health Insurance Benefits

During PFL leave, employees are entitled to continue group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during PFL, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If an employee's premium payment is more than 30 days late, the Company may retroactively cease coverage to the date the unpaid premium was due.

E. Restoration of Employment and Benefits

Any employee who exercises his or her right to PFL will, upon the expiration of that leave, be entitled to be restored to the position held by the employee when the leave commenced, or to a comparable position with comparable benefits, pay, and other terms and conditions of employment. The taking of leave covered by PFL will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

EMPLOYEE PFL LEAVE OBLIGATIONS

A. Provide Notice of the Need for Leave

Employees must timely notify the Company of their need for PFL leave, as described below.

1. Content of Employee Notice

To trigger PFL leave protections, employees must provide sufficient information to make the Company aware of the qualifying event and the anticipated timing and duration of the leave. Employees may do this by either requesting PFL specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is PFL-qualifying. Employees must specifically identify the type of family leave requested.

2. Timing of Employee Notice

Employees must provide thirty (30) days' advance notice of the need to take PFL when the need is foreseeable. When thirty (30) days' notice is not practicable for reasons such as lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy PFL notice obligations, may have PFL delayed or denied for a period of up to thirty (30) days from the date notice is provided.

B. Request Paid Family Leave

Employees are required to submit a Request for Paid Family Leave to the Posillico Human Resources Department at least 30 days in advance of their need for leave if it is practicable to do so.

C. Submit Documentation Supporting Need for PFL

In addition to submitting a Request for Paid Family Leave, employees are required to submit a Certification and/or Proof of Eligibility (as described below) that supports the specific type of PFL

they are requesting. No PFL benefits shall be paid until the completed Request for Paid Family Leave, together with any necessary certification or proof of eligibility has been submitted. It is the employee's responsibility to provide the Posillico Human Resources Department with a complete and sufficient certification.

1. Certifications Supporting Leave to Care for Family Members

An employee requesting PFL because of a covered family member's serious health condition, must supply a medical certification supporting the need for such leave from the health care provider of the covered family member.

2. Certifications Supporting Leave to Care for Qualifying Exigencies

An employee requesting PFL because of a qualifying exigency must provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status, and the dates of the military member's covered active duty service.

3. Proof of Eligibility for Leave Taken to Bond with a Child

i. Leave Requested by Birth Mother

A birth mother requesting PFL to bond with a child must provide either (1) a birth certificate; or (2) if a birth certificate is unavailable, documentation of pregnancy or birth from a health care provider that includes the mother's name and the child's due or birth date.

ii. Leave Requested by Parent Other Than Birth Mother

A parent (other than a birth mother) requesting PFL to bond with a child must provide (1) a birth certificate; (2) If no birth certificate is available, a voluntary acknowledgment of paternity or court order of filiation; (3) If neither a birth certificate nor voluntary acknowledgment is available, a copy of documentation of pregnancy or birth from a health care provider and a second document verifying the parent's relationship with the birth mother or child (i.e. marriage certificate, civil union documents, or domestic partner documents). If none of the above documents are available, a parent may submit other documentary evidence of parental relationship for evaluation on a case-by-case basis.

iii. Leave Sought by Adoptive Parent

An adoptive parent requesting PFL to bond with a child must provide (1) a court document indicating that an adoption is in process or is being finalized; or (2) when leave is taken prior to completion of the adoption, a document evidencing that the adoption process is underway, including but not limited to, a signed statement from an attorney, adoption agency, or adoption-related social service provider that the employee is in the process of adopting a child. If the second parent is not named in the above document(s), the employee must provide both a copy of the document evidencing the adoption, and a second document verifying the relationship to the parent

named in the document (i.e. marriage certificate, civil union documents, or domestic partnership documents).

iv. Leave Sought by Foster Parent

A foster parent requesting PFL to bond with a child must provide a letter of placement issued by the county or city department of social services or local volunteer agency. If the employee is not named in the placement document, an employee must submit both a copy of the document evidencing the placement, and a second document verifying the relationship to the parent named in the document (i.e. marriage certificate, civil union documents, or domestic partnership documents).

D. Report Periodically Concerning Intent to Return to Work

Employees must contact the Company on a bi-weekly basis regarding their status and intention to return to work at the end of the PFL leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return-to-work date. If employees give the Company unequivocal notice of their intent not to return to work, the Company's obligations to maintain health benefits (subject to COBRA requirements) and to restore their positions cease.

E. Substitute Paid Time/Leave for Unpaid Portions of PFL

The Company and an employee may agree to allow the employee to supplement PFL benefits with unused accruals or other paid time off up to their full salary. The supplementing of PFL benefits with unused accruals or other paid time off up does not extend the length of PFL, and the paid time will run concurrently with an employee's PFL entitlement, to the maximum extent permissible under the law.

COORDINATION OF PFL WITH FMLA AND OTHER LEAVE POLICIES

The Company will run PFL concurrently with FMLA or Company Leave Policies whenever permissible under the law. When the total hours taken for FMLA in less than full-day increments reaches the number of hours in an employee's usual workday, the Company may deduct one (1) day of PFL from an employee's annual available PFL.

The PFL does not affect any federal, state or local law prohibiting discrimination, or supersede any federal, state or local law, or collective bargaining agreement which provides greater family leave rights. For additional information concerning leave entitlements and obligations that might arise when PFL is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact Human Resources.

QUESTIONS AND/OR COMPLAINTS ABOUT PFL

If you have questions regarding this PFL policy, please contact Human Resources. The Company is committed to complying with the PFL and, whenever necessary, shall interpret and apply this policy in a manner consistent with the PFL.

Employees who disagree with a denial of their claim for PFL, may submit their dispute to arbitration. A request for arbitration must be submitted to the dispute resolution forum within 26 weeks of the written notice of denial. Copies of all documents previously submitted to the Posillico Human Resources Department as proof of eligibility and the rejection of claim form must be submitted with the request for arbitration as well as a $25 filing fee. Any request for arbitration which is not accompanied by the necessary documents or filing fee shall be returned with an acknowledgment stating there will be no further action on the claim.

VI. NEW YORK STATE SEXUAL HARASSMENT

Posillico prohibits sexual harassment and retaliation of or against its applicants, interns, contractors, volunteers or employees by another employee, supervisor, customer, client, vendor or other third party in all aspects of the employment relationship including: recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, activities, access to programs and treatment. This policy is one component of Posillico's commitment to a discrimination-free work environment.

SEXUAL HARASSMENT DEFINED

Sexual harassment is a form of sex discrimination that violates Posillico policy and is unlawful under federal, New York State and local law (as applicable). Sexual harassment includes unwelcome conduct which is either of a sexual nature or which is directed at an individual because of that individuals' sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), and/or sexual orientation when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, even if the individual is not the intended target.

Sexual harassment can be verbal (e.g., jokes, insults, gestures or teasing), visual (e.g., offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (e.g., unwanted touching, physically threatening another) that denigrates or shows hostility or aversion towards an individual based on sex or gender, gender identity, gender expression and/or sexual orientation.

Examples of conduct that violate this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters, or comments
- sexual jokes, noises, or comments about a person's body, sexual prowess, sexuality, sexual experience, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually-explicit e-mails, text messages, posts or voicemails
- conversation about one's own or someone else's sex life
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender
- sex stereotyping

RETALIATION DEFINED

Retaliation is adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, participated in the reporting and investigation process set forth in this policy or testified or assisted in an investigation or proceeding involving an actual or perceived violation of this policy. Adverse conduct includes, but is not limited to any action that would keep an employee from reporting sexual harassment or retaliation; shunning and avoiding an individual who reports sexual harassment or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting sexual harassment or retaliation; and denying employment benefits because an applicant or employee reported or encouraged another employee to report sexual harassment or retaliation or participated in the reporting and investigation process.

REPORTING PROCEDURE

Posillico cannot prevent sexual harassment unless we know about it. If an employee believes someone has violated this policy, the employee should promptly bring the matter to the immediate attention of Lisa Dippel; VP, Human Resources or any member of management with whom the employee feels comfortable. Reports of sexual harassment may be made verbally or in writing. Written complaints can be submitted internally using a complaint form. The complaint form can be found on the Posillico Company Intranet. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, the employee should contact Joseph K. Posillico, President & CEO, immediately.

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to Lisa Dippel; VP, Human Resources.

INVESTIGATION PROCEDURE

Upon receiving a complaint, Posillico will timely conduct a fair and thorough investigation into any claim of a violation of this policy to ensure due process for all parties. Posillico will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances. Employees are required to cooperate in investigations conducted pursuant to this policy.

During the investigation, Posillico generally will interview the complainant and the accused, conduct further interviews as necessary and review documents or other information the investigator believes are relevant.

Upon completion of the investigation, Posillico will determine whether this policy has been violated based upon its reasonable, good-faith evaluation of the information gathered during the investigation. Posillico will inform the complainant and the accused of the results of the investigation.

Any employee found to have engaged in conduct in violation of this policy will be considered to have engaged in employee misconduct. Individuals who violate this policy (which includes supervisory or management personnel who fail to report or knowingly allow sexually harassing behavior to continue) will be subject to disciplinary action, up to and including termination from employment. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

LEGAL PROTECTIONS AND EXTERNAL REMEDIES.

Aside from the internal complaint process, employees may choose to pursue external legal remedies with the following governmental entities:

New York State Division of Human Rights (DHR)

The DHR enforces the New York State Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., which protects employees, paid or unpaid interns and non-employees regardless of immigration status from unlawful discrimination, harassment or retaliation. The DHR has the power to award relief, which varies but may include requiring an employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is:
NYS Division of Human Rights
One Fordham Plaza, Fourth Floor
Bronx, New York 10458
(718) 741-8400
www.dhr.ny.gov

Individuals also may contact the DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). If an employee believes he/she has been subjected to harassment, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred.
The EEOC can be contacted by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting its website at www.eeoc.gov or via email at info@eeoc.gov

Local Protections

Many localities enforce laws protect individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Below is contact information for several agencies…

1. **Nassau County:** Employees who work in Nassau County can file complaints of sexual harassment with the Nassau County Commission on Human Rights (240 Old Country Road, 6th Floor, Suite 606, Mineola, NY 11501; 516-571-3662; www.nassaucountyny.gov/414/Human-Rights-Commission).

2. **Suffolk County:** Employees who work in Suffolk County can file complaints of sexual harassment with the Suffolk County Human Rights Commission H. Lee Dennison Building, 100 Veterans Memorial Hwy, third Floor, Hauppauge, NY 11788; 631-853-5480; www.suffolkcountyny.gov/Departments/HumanRightsCommission.aspx).]

3. **New York City:** Employees who work in New York City (including any of the five boroughs) can file complaints of sexual harassment with the New York City Commission on Human Rights. It has a physical location in each of the five boroughs. The Manhattan location is located at 22 Reade Street, First Floor, New York, NY 10007; 212-306-7450; https://www1.nyc.gov/site/cchr/index.page).

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department or, in an emergency, dial 911.

NEW JERSEY SUPPLEMENT

I. FAMILY LEAVE INSURANCE BENEFITS

Employees taking time off work to care for a child, spouse, partner in a civil union, registered domestic partner, or parent with a serious health condition, or to bond with a newly born or adopted child, may be eligible to receive family leave benefits through the state, which is administered by the Division of Temporary Disability Insurance, the New Jersey Department of Labor and Workforce Development.

These benefits are financed solely through employee contributions to the state. The state is responsible for determining if an associate is eligible for such benefits. There generally is a waiting period during which time no family leave benefits are available. The Division of Temporary Disability Insurance can provide additional information about any applicable waiting period.

Employees who need to take time off work to care for a child, spouse, partner in a civil union, registered domestic partner, or parent with a serious health condition or to bond with a newly born or adopted child should speak to Human Resources, who will provide information about the state's family leave benefits program and how to apply for benefits. Employees also may contact the Division of Temporary Disability Insurance for further information. Employees should maintain regular contact with their Manager during this time away from work so we may monitor employees' return-to-work status. In addition, employees should contact The Human Resources Department when ready to return to work so we may determine what positions, if any, are open.

When an employee applies for family leave benefits, Human Resources will determine if the employee has any accrued but unused paid time off available. If the employee has accrued but unused paid time off available, the employee will be required to use up to two (2) weeks of such time before becoming eligible for family leave benefits.

Employees taking time off work to care for a child, spouse, partner in a civil union, registered domestic partner, or parent with a serious health condition or to bond with a newly born or adopted child and who receive paid family leave benefits are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state family and medical leave laws. Any time off for family leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave Act and the New Jersey Family Leave Act, if applicable. Please see the "Family and Medical Leave" policy for eligibility requirements.

II. NEW JERSEY FAMILY LEAVE (ADDENDUM TO FMLA POLICY)

Like the Family and Medical Leave Act ("FMLA") Policy described elsewhere in this Handbook, the New Jersey Family Leave Act ("NJFLA") may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any NJFLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook.

If employees have any questions concerning NJFLA leave, they should contact Human Resources.

Eligibility. NJFLA leave is available to "NJFLA eligible employees." To be an NJFLA eligible employee, an employee must:

1) Have been employed by Posillico in New Jersey for at least twelve (12) months;
2) Have worked at least 1,000 "base hours" during the 12-month period preceding the leave; and
3) Be employed by an employer with fifty (50) or more employees.

"Base Hours" are the hours of work for which the employee receives compensation including overtime hours and hours for which the employee receives workers' compensation benefits.

Basic Family and Medical Leave Entitlement. The FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons. The NJFLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family reason during a 24-month period. NJFLA leave may be taken to care for the employee's spouse or partner in a civil union/domestic partner, son, daughter, parent or parent-in-law who has a serious health condition.

Under the NJFLA, leave because the birth of a child or placement of a child with the employee for adoption may commence at any time within one year of the date of birth or placement. Under the FMLA, leave because of the birth of a child or placement of a child with the employee for adoption (or foster care) must be concluded within the 12-month period beginning on the date of birth or placement.

As noted above, because the NJFLA is only a "family leave" law, employees should note that leave granted due to an employee's own serious health condition is not covered by the NJFLA. This can result in important distinctions in the calculation of available leave. For example, because the period of leave caused by an employee's disability due to pregnancy or childbirth is more properly classified as leave due to an employee's own serious health condition, Posillico normally would count such time toward the employee's FMLA allotment only. Once the period of disability due to pregnancy or childbirth has ended (i.e., employee is cleared to return to work), an employee would be eligible to use her leave under the NJFLA to care for her newborn child and run that time concurrently with any remaining FMLA leave. In instances where an employee remains disabled due to childbirth and an employee has no FMLA leave remaining, Posillico will allow employees to begin using NJFLA leave.

Intermittent Leave and Reduced Leave Schedules. FMLA and/or NJFLA leave usually will be taken for a period of consecutive days, weeks or months. Under the NJFLA, intermittent leave must be taken in increments of at least one week and reduced schedule leave must be at least one work day.

Protection of Group Health Insurance and Other Benefits. If an employee is taking NJFLA leave only, the continuation requirements for group health plans under the FMLA are not applicable to group health plans covered under ERISA. Therefore, an employee who is on NJFLA

only leave likely will trigger COBRA requirements due to a reduction in hours worked.

Restoration of Employment and Benefits. As with FMLA leave, at the end of NJFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. However, unlike key employees under the FMLA who may be denied reinstatement, key employees under NJFLA may be denied NJFLA leave if: (1) the employee is a salaried employee among the highest paid 5% of employees or one of the seven (7) highest paid employees; and (2) denial of the leave is necessary to prevent substantial and grievous economic injury to the Company's operations. Posillico will notify employees if they qualify as key employees under the NJFLA and that leave is being denied. If the denial of the NJFLA leave occurs while the employee's leave already has begun, the employee must return to work within two (2) weeks.

TEXAS SUPPLEMENT

I. COURT ATTENDANCE AND WITNESS DUTY LEAVE

Employees are permitted to take leave to appear as a witness in legislative, administrative, and/or court proceedings, or to attend juvenile court proceedings when required as a parent or legal guardian. You must give reasonable advance notice of the need for such leave to your supervisor and provide a copy of the subpoena to appear in court, if applicable. Court attendance leave is unpaid, in accordance with applicable law. An employee may, but is not required to, use available paid time off for this purpose.

II. EMERGENCY EVACUATION LEAVE

Posillico permits employees to leave work to participate in a general public evacuation ordered under an emergency evacuation order. "Emergency evacuation order" means an official statement issued by the governing body of Texas or a political subdivision of Texas to recommend the evacuation of all or part of the population of an area stricken or threatened with a disaster. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property that results from a natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, or other public calamity requiring emergency action, or an energy emergency. This includes mandatory and voluntary evacuations. Employees who leave to participate in such evacuations will not be paid for their time away from work but will be restored to their same or an equivalent position with commensurate pay upon their return, and will not be disciplined for failing to report to work.

III. VOTING TIME

Posillico supports and encourages employees to participate in the election voting process. On Election Day, an employee may be absent for the purpose of attending the polls to vote, provided that the employee's working hours are such that the polls are not open for two consecutive hours outside of the employee's working hours. An employee will not be subject to any loss of wages or other benefits of employment should the employee have to vote during working hours.

IV. WEAPONS

In order to maintain a safe and productive work environment, Posillico strictly prohibits employees from having firearms or other weapons in their possession while on Company premises, including but not limited to, offices, job trailers and project sites. Prohibited weapons include, but are not limited to, firearms (whether carried with a permit or not) and ammunition, clubs, throwing and hunting knives and similar objects, explosive or incendiary devices, as well as noxious, caustic or toxic chemicals. This policy does not prohibit an employee who holds a license to carry a concealed handgun or who otherwise lawfully possesses a firearm or ammunition from transporting or storing a firearm or ammunition that the employee is legally

authorized to possess in a locked, privately owned motor vehicle (other than a vehicle owned or leased by Posillico) in a parking lot, parking garage, or other parking area Posillico provides for employees. With this exception, employees may not possess a firearm or ammunition anywhere on Posillico premises and may not store firearms or other weapons in vehicles owned or leased by Posillico.

Posillico reserves the right, to the fullest extent permitted by law, to search any person entering its premises, any property brought onto Posillico premises (such as packages, containers, briefcases and purses), as well as employee workspaces, desks and lockers, in the event Posillico, in its sole discretion, suspects a violation of this policy. Employees should have no expectation of privacy in workspaces or any items brought onto Posillico's premises. Employees consent to such searches as a condition of their employment or continued employment with Posillico.

Exhibit A

Posillico Civil, Inc.

DRUG & ALCOHOL POLICY

Posillico Civil, Inc. (hereinafter the "Employer" or “Company”), is a drug-free workplace and we are committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We expect all of our employees to report to work and be able to perform his or her duties productively and safely. Our commitment to maintaining a safe and secure workplace requires a clear policy and supportive programs relating to the detection, treatment and prevention of substance abuse by employees. To that end, the purpose of this policy is to ensure the safety of all employees, promote productively as well as to enforce compliance with any Federal, State or Local law.

You, as a representative of our company, play a key role in keeping the high standards Posillico Civil, Inc. is known for in our industry. Thank you for accepting this responsibility.

Sincerely,

Joseph K. Posillico

President

Updated: January 2021

1. Applicability

The Employer's drug-free workplace policy is intended to be applied whenever anyone is representing or conducting business for the organization, including meal and rest periods, and to all employees, contractors and temporary workers. This policy applies during all working hours; whenever performing any services on Employer's behalf; while on call; paid standby; on Employer owned or controlled property; vehicles and/or equipment and at company-sponsored events and on any project where testing is required by the project owner.

2. Drug Use/Distribution/Possession/Impairment

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs at all times. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained. Employees are prohibited from having any such illegal or unauthorized controlled substances in their system while at work. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

3. Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto Company premises, reporting to work, or working with alcohol in their system. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

4. Prescription Drugs

Only persons for whom a particular drug was properly prescribed, by an appropriately licensed medical practitioner, may be in possession of such drugs in Company owned or controlled premises. Prescription drugs are to be used only in a manner, combination and quantity as prescribed or directed. Employees are prohibited from reporting to work or working while taking legally prescribed drugs, unless the prescribing medical practitioner advises that such drugs will not impact the employee's ability to perform his or her job or otherwise pose safety concerns and authorizes the employee to report to work, and in the Company's sole opinion such drugs do not actually impact the employee's ability to perform his or her job or otherwise pose safety concerns.

Employees shall not operate any equipment or vehicles while taking prescription drugs, unless the prescribing physician advises that such drugs will not impair the employee's working abilities, and in the Company's sole opinion such drugs do not actually impact the employee's working abilities. The Employer reserves the right to require written confirmation that such drugs will not impair working abilities for employees engaged in safety sensitive duties, and to take such other measures as may be appropriate to assure workplace safety and productivity.

The foregoing does not apply, however, to the use of medical marijuana by a "Certified Patient" during off-jobsite times. However, for all employees, including anyone who has demonstrated that he/she is a

"Certified Patient" with a disability requiring an accommodation, you are reminded that (i) that use and/or possession of medical marijuana is prohibited on the worksite/jobsite; (ii) that all Company employees are subject to drug testing, and (iii) that any employee found on the jobsite to be under the influence of medical marijuana or other illegal or unauthorized drug will be subject to disciplinary actions, including but not limited to termination. Employees who are "Certified Patients" must immediately notify their supervisor and Frank Franzini, VP Risk Manager, prior to reporting to work. Notwithstanding the foregoing, employees who are "Certified Patients" are not permitted to perform a safety sensitive position, including driving and operating vehicles, machinery and equipment.
An employee who is under a physician's care and taking a prescribed drug must carry that drug in its original container which identifies the drug, pharmacy, and licensed medical provider who prescribed the drug to the employee. The employee must notify his or her immediate supervisor regarding the effects of the medication.

5. Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five (5) calendar days of the conviction. The organization will take appropriate action following notification, including but not limited to termination. Federal contracting agencies will be notified when appropriate.

6. Discipline/Discharge for Violations

Any violation of the foregoing provisions will subject the employee to discipline up to and including termination. All disciplinary action will be in accordance with employee's union agreement, if applicable.

7. Drug and Alcohol Testing

Application for Employment: All job applicants extended a conditional offer of employment must take and pass a drug test before beginning work. A refusal to submit to a drug test or a positive confirmed drug test will result in a withdrawal of the offer of employment.

Reasonable Suspicion: Employees may be required to submit to drug/alcohol screening whenever the Company has a reasonable suspicion that they are under the influence of drugs or alcohol while working. Reasonable suspicion may arise from, among other factors, supervisory observation, coworker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, the employee's appearance or an odor of drugs or alcohol. Observations leading to reasonable suspicion determinations will be reasonably contemporaneous with the request for a test. Employees asked to take a reasonable suspicion drug and/or alcohol test will be transported to the collection site for testing and then transported home pending receipt of the test results. Employees will be placed on administrative leave without pay pending the results of the test. If the test results are negative, the employee will be compensated for any wages lost due to the leave, unless a suspension without pay is justified under another policy.

Post-accident: Employees whose acts appear to have caused or contributed to an accident in which drugs could have been a contributing factor may be required to submit to post-accident testing as part of the investigation. Accidents include those that have caused an injury severe enough to warrant immediate offsite medical attention, or have caused significant property damage. Only workers whose actions may have caused or contributed to the accident will be tested. As with reasonable suspicion

testing, employees asked to take a post-accident test will be transported to the collection site for testing and then transported home pending receipt of the test results. Employees will be placed on administrative leave without pay pending the results of the test. If the test results are negative, the employee will be compensated for any wages lost due to the leave, unless the suspension without pay is justified under another policy.

Random: Employees in safety-sensitive positions may be tested on an unannounced random basis. Employees will be selected for testing by a computerized random number program matched to employee numbers. Once selected for testing, an employee may not be excused from the testing process. Individuals subject to random testing will be notified at the time of hire or when the policy becomes applicable to them. Testing is conducted by a third party Medical Review Officer.

8. Employees Entrusted with Driving Privileges

All employees who are entrusted to drive an Employer vehicle are required to submit to random drug testing. This shall apply to all Union and Non-Union employees. This policy is extend to operators of heavy equipment, unless superseded by a union agreement. If the union collective bargaining agreement restricts the employee from being tested, then the employee will be ineligible to operate heavy equipment and/or drive a Company vehicle.

9. Employees Working Under Specific Regulations

Employees working under the PHSMA, FMCSA, or Railroad Regulations will also be bound by those agency guidelines and any other applicable rules and guidelines.

10. Collection and Testing Methods

All drug tests will be performed by a laboratory certified by the U.S. Department of Health and Human Services to perform federal workplace testing. Breath and/or saliva tests may be used to detect the presence of alcohol. Alcohol tests typically will be conducted and, if positive, confirmed immediately at the collection site. An alcohol test will be considered positive if it shows the presence of .02 percent or more alcohol in an individual's system. Tests will seek only information about the presence of drugs and alcohol in an individual's specimen, and will not test for any medical condition.

11. Employer's Contact Person

The employer contact person for questions or concerns regarding this policy is Frank Franzini, VP Risk Manager. Contact information for Mr. Franzini is as follows:

Posillico Civil Inc.
ATTN: Frank Franzini, VP Risk Manager
1750 New Highway, Farmingdale, NY 11735
Tel: (631) 390-5708
E-Mail: ffranzini@posillicoinc.com

12. Confidentiality

All records relating to positive test results, drug and alcohol treatment, and employee medical information shall be kept confidential and disseminated to and within the Company only on a need-to-know basis. Such records will be kept in secure files separate from personnel files. Test results will not be released outside the Company without the written consent of the tested individual, or as otherwise may be required by law or legal process.

13. Employer Rights

The Employer recognizes its right in providing a safe working environment for all of its employees and shall take any action needed to correct a drug and/or alcohol abuse problem that may be occurring in the workplace.

14. Employee Assistance

The Employer recognizes that alcoholism and drug dependency may be considered an illness and encourages our employees and their family members to seek assistance in regard to these dependencies. If an employee requests help for a substance abuse problem, the Employer may, at its option, and with the approval of the employee, contact the employee's union representative, if applicable or medical provider, who can then provide guidance to the employee on obtaining rehabilitation assistance. The employee must voluntarily request this assistance and must voluntarily agree to an evaluation, and, if indicated, to comply with the terms of a rehabilitation program. Any information which the Employer receives from the employee or others in connection with treatment will be kept strictly confidential. The employee's decision to seek assistance through a rehabilitation program will not be used as a basis for disciplinary action and will not be used against the employee in any disciplinary proceeding.

The New York State Office of Alcoholism and Substance Abuse Services plans, develops and regulates the state's system of chemical dependence agencies. This includes the direct operation of 12 Addiction Treatment Centers, which provide inpatient rehabilitation services to 10,000 persons per year. In addition, the Office licenses, funds, and supervises some 1,300 local, community-based programs, chemical dependence treatment programs, which serve about 110,000 persons on any given day in a wide range of comprehensive services.

OASAS New York City Office
501 7th Avenue, New York, NY 10018-5903
Tel: 518-473-3460
E-Mail: communications@oasas.ny.gov

Pilgrim Psychiatric Center - NYS OASAS Field Office
998 Crooked Hill Road, West Brentwood, NY 11717
Tel: (631) 434-7263

15. Ensuring the Safety of all Employees

Communicating the Drug and Alcohol policy to all employees is critical. To ensure all employees are aware of their role in supporting our drug and alcohol-free workplace program, the Company shall:

- Distribute a written copy of the policy and any updates to all employees; and
- Review the policy at safety meetings.

Exhibit B

Posillico Civil, Inc.
FLEET & DRIVERS SAFETY POLICY

The Fleet & Driver Safety Program is designed to focus on driver safety, responsibility and professionalism.

The goal of the Fleet & Driver Safety Program is to ensure the safety of those individuals who drive company vehicles and productively serve our customers. It is the driver's responsibility to operate all vehicles in a safe manner and to drive defensively to prevent injuries and property damage. As such, Posillico endorses all applicable state motor vehicle regulations relating to driver safety.

You, as a representative of our company, play a key role in keeping the high standards Posillico Civil, Inc. is known for in our industry. Thank you for accepting this responsibility.

Sincerely,

Joseph K. Posillico
President

Updated: November 2020

Posillico | We know how.™

Fleet & Driver Safety Program for Drivers and Operators

1. PURPOSE

The purpose of this program is to outline Posillico's policy and procedures concerning its Fleet & Driver Safety Program for drivers of our licensed commercial company vehicles and equipment operated in the course of our daily business.

2. LOSS PREVENTION KEY CONTACTS

Frank Franzini, VP Risk Management & Compliance (631.390.5708 / ffranzini@posillicoinc.com): Mr. Franzini's primary responsibility is to approve driving privileges, conduct fleet safety orientation, and oversee program compliance.

Donald Meyer, Director of Health and Safety (631.390.5728 / dmeyer@posillicoinc.com): Mr. Meyer's primary responsibilities are to coordinate, promote and monitor all safety aspects for all the Posillico entities.

Alan Davis, Shop Manager (631.390.5789 / adavis@posillicoinc.com): Mr. Davis' primary responsibility is to oversee vehicle and equipment operations and maintain Posillico's Fleet.

3. DRIVER ELIGIBILITY

- **Valid Driver's License and Compliance with D.O.T Regulations:** Drivers must always have a valid driver's license for the type of vehicle and/or equipment to be operated and keep the license(s) with them while driving. All commercial drivers licensed drivers must comply with all applicable local, state and federal rules, regulations and ordinances for the type of vehicle and/or equipment being operated and have successful completion of medical, drug and alcohol evaluations further detailed herein.

- **Operation By Authorized Personnel:** Company vehicles and/or equipment are to be operated by authorized employees ONLY, except in emergencies, or in case of repair testing by a mechanic. Other employees and family members are not authorized to drive the Company vehicle and/or equipment.

- **Company Business:** Company vehicles and/or equipment are to be driven for Company business ONLY. Personal use of company vehicles and/or equipment is prohibited. An exception for is made for company vehicles used by authorized drivers during the following instances: (i) to travel to and from home to work; and (ii) vehicle used at lunch or break time to get lunch. Drivers are not permitted to go through a drive-through with

any vehicle; the vehicle must be parked in a designated spot for parking. No unauthorized persons are permitted to ride in company vehicles and/or equipment.

- **Driver's License Revocation and Suspension:** Any employee who has had a driver's license revoked or suspended shall immediately notify the Loss Prevention Key Contacts and discontinue operation of the company vehicle and/or equipment. Failure to do so may result in disciplinary action including dismissal.

- **Accident Reporting:** All accidents involving Company vehicles and/or equipment, regardless of severity, must be reported to the police and to the Loss Prevention Key Contacts. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action, including dismissal.

- **Intoxicants, Drugs and Alcohol:** The use of a Company vehicle and/or equipment while under the influence of intoxicants and other drugs is forbidden and is sufficient cause for discipline, including dismissal. Reference is made to Posillico' s Drug and Alcohol policy.

- **Distracted Driving Prohibited**: Drivers are responsible for the safe operation of a Company vehicle and/or equipment. Any activity unrelated to the actual operation of a motor vehicle in a manner that interferes with its safe operation, including but not limited to eating or drinking while driving, is prohibited.

- **Seatbelts:** All drivers and passengers operating or riding in Company vehicles and/or equipment MUST wear seatbelts. No one is permitted to ride in the back of a pick-up truck under any circumstances, nor ride on the outside of a vehicle and/or equipment.

- **Mechanical Needs and Vehicle Repair:** Report any mechanical difficulties and/or repair needs to the Loss Prevention Key Contacts.

- **Vehicle Security:** Drivers are responsible for the security of the Company vehicles and/or equipment being used by them. The vehicle and/or equipment engine must be shut off, ignition keys removed, and doors locked whenever the vehicle and/or equipment is left unattended. If the vehicle is left with a parking attendant, only the ignition key is to be left.

- **Supervisor Approval:** All driving and operating privileges for DMV-registered vehicles and/or equipment must be approved by the driver's supervisor. The supervisor shall submit a request form to Mr. Franzini requesting vehicle usage permission. Generally, candidates with less than seven (7) years total driving experience or less than five (5) years operating commercial vehicles are not eligible. The policies and procedures

outlined herein shall also apply to all Operating Engineers who may be assigned to operate rubber tire equipment capable of traveling on open public thoroughfare.

- **Driving Records and MVR/DMV Release Form:** Your personal driving record is a reflection of your overall driving habits, and directly affects our insurance costs. Your personal driving is your responsibility and our concern. Motor Vehicle Records ("MVR") will be ordered periodically to assess driving records. An unfavorable record may result in the loss of company vehicle and/or equipment driving privileges or employment. To that end, all employees and Operating Engineers granted driving and/or operation permissions are required to complete a MVR and DMV driving history release form.

  A standard method of evaluation for all prospective and current driver's MVRs will be used. The following criterion will be used in the evaluations and may disqualify a driver or candidate from driving privileges for a minimum of one (1) year, unless otherwise specified herein:

  1. One (1) or more type 'A' Violations in the past year.
  2. Three (3) or more type 'B' Violations in the past year.
  3. Any combination of accidents (regardless of fault) and type 'B' Violations which equal four (4) or more in the last year.

  Type 'A' Violations
  - Driving while intoxicated
  - Driving while under the influence of drugs
  - Negligent homicide arising out of the use of a motor vehicle (gross negligence)
  - Operating during a period of suspension or revocation
  - Using a motor vehicle for the commission of a felony
  - Aggravated assault with a motor vehicle
  - Operating a motor vehicle without the owner's authority (grand theft)
  - Permitting an unlicensed person to drive
  - Reckless driving
  - Speed contest (racing)
  - Hit and run (bodily injury or property damage)

  Type 'B' Violations
  - All moving violations not listed as type 'A' Violations
  - Speeding
    - Posillico reserves the right to track a driver's speed. Drivers will receive an Internal Speed Notice weekly. If a driver has two (2) weekly speed reports in a six (6) month period containing a total of eight (8) minutes or more of speeding or three (3) separate events above 75 mph (or 10

mph over the local speed limits), the driver shall lose driving privileges for one (1) week.
  - If within the six (6) month period following the one (1) week suspension the driver receives another such Internal Speed Report, the driver shall lose driving privileges for six (6) weeks.
  - Any additional such Internal Speed Reports received in the one (1) year period following a six (6) week suspension will result in a loss of driving privileges for one (1) year.

Additionally, any of the following may also serve to disqualify a driver or candidate from driving privileges:

- Failure to report an accident and/or traffic ticket
- Operating a vehicle under a suspended or revoked license
- On-site Safety violations while operating vehicle and/or equipment
- Failure of post-accident drug test

Posillico reserves the right to deny driving and operation privileges for reasons other than those listed herein, including non-compliance with Posillico's Drug and Alcohol policy.

- **Drug Test Release Form:** All drivers and candidates are required to complete and submit a drug test release form. Failure to submit the Drug Test Release Form and/or failure to comply with Posillico's Drug and Alcohol policy may result in discipline, including disqualification from driving privileges and dismissal.

4. EMPLOYEE DRIVING TRAINING

- Prior to operating a company vehicle and/or equipment, all drivers must complete:
  - a defensive driving course completed in the past six (6) months;
  - a thorough induction to Posillico's road safety policies and procedures including, but not limited to, the policies referenced herein, fuel card use, incident reporting, and vehicle and/or equipment maintenance checklist; and
  - return executed acknowledgments and releases.

5. POST-INCIDENT RE-TRAINING

- Following an incident, the driver involved may be suspended from driving any Posillico insured vehicle and/or equipment until he/she: (i) retakes a defensive driving course; (ii) receives approval by the Loss Prevention Key Contacts; and (iii) approval by the driver's supervisor.

6. ANNUAL REVIEW

- On an annual basis, each driver must receive a Fleet Safety Orientation conducted by the Loss Prevention Key Contacts. Drivers with attenuator privileges must complete an additional refresher-training course.

7. EMPLOYEE RECORDKEEPING

- The following records shall be maintained for each authorized driver:
    - Request for Driving Privileges Application
    - Annual MVR/DMV records
    - Annual defensive driving certificate
    - Copy of all relevant licenses
    - Copy of physical examinations completed by a certified physician for drivers of vehicles requiring physical medical examination
    - Any other documentation deemed relevant by the Key Loss Prevention Contacts and the driver's supervisor

8. VEHICLE USAGE POLICY

- **Attenuator Authorization:** Attenuators are only to be driven on the job site only. Attenuator is to be in down position only when required for use. Attenuator to be raised up for all turns and for travel to and from work area.

- **GPS Monitoring:** To ensure the safety of our drivers and traveling public, all company vehicles and/or equipment capable of traveling on open public thoroughfare may be equipped with GPS tracking devices capable of identifying the vehicle's location, speed, and other information related to the vehicle. Violations may be issued to drivers exceeding applicable speed limits. Additionally, the Company reserves the right to install video monitoring devices in all Company owned vehicles and equipment.

- **Parking:** Always park vehicle in a safe location. Back into parking space when possible and do not park in area of equipment movement.
- **Cell Phone Use:** Under all circumstances, drivers shall obey all motor vehicle laws. Violations or fines incurred by drivers shall be the full responsibility of the driver, and may affect future driving privileges. Under no circumstances is a driver permitted to hold a cell phone or other device to their ear while operating a vehicle and/or equipment. A hands-free device must be used at all times while in the vehicle and/or equipment. No dialing out, texting, r interfering with the safe operation of the vehicle and/or equipment.
- **Proper Equipment:** All Posillico Flatbed Trucks, Foreman Pick-up Trucks, Attenuators and Shop Trucks must be equipped with a fire extinguisher and Stop/Slow Paddles. In addition, All Flatbed trucks, Attenuators and Shop trucks must carry a DOT mandated breakdown kit.

- **Warning Beacon:** All vehicles must be equipped with a warning beacon and it must always be in use while entering a project zone, traveling in the project zone and while leaving the project zone.

9. ACCIDENT PROCEDURE AND REPORTING

- If you are involved in an accident while operating a company-issued vehicle and/or equipment, perform the following steps and report all information referenced below to your supervisor immediately:
  - Check your surroundings – make sure scene is safe.
  - Check for injuries – call 911 immediately if anyone is seriously injured or requires medical treatment.
  - Move people and vehicle to a safe location away from the roadway, if can be done safely. Do not touch injured personnel unless life threatening.
  - Report accident to your supervisor before leaving the accident site.
  - Take photos of all vehicles and/or equipment involve.
  - Take down the driver's license number, state of issuance, name, address, phone number, and insurance information for any other drivers involved in the incident.
  - Record the police report number for any police-generated reports.
  - Complete an incident report with your supervisor.

10. USE OF PERSONAL VEHICLE FOR COMPANY BUSINESS

- Employees driving their own personal vehicles on for company business are required to satisfactorily complete a defensive driving course.

- Employees using their own vehicles for company business must provide Mr. Franzini with a copy of their insurance endorsement including minimum coverage of $100,000/$300,000 for Bodily Injury and $100,000 for Property Damage. Failure to do so will result in the suspension of the reimbursement until such time that the endorsement is received.

- Employees receiving a company allowance are not permitted to use a company vehicle in lieu of their own vehicle, unless approved by Management. Written approval may be given on a case-by-case basis.

- Employees receiving a vehicle reimbursement, allowance or mileage reimbursement must submit a MVR/DMV release form.

Posillico | We know how.™

Exhibit C
ANTITRUST COMPLIANCE POLICY

A. INTRODUCTION

The overall purpose of the U.S. antitrust laws is to guarantee that society will always enjoy all the benefits that free competition can provide. It is Posillico's position that while competition may be fierce, and competitors may fall by the wayside, competition itself must never be weakened by such anticompetitive conduct such as as price-fixing, other agreements unreasonably restraining trade, monopolies achieved by improper means, or any of the other anticompetitive acts that U.S. laws prohibit.

B. POLICY

Each employee of Posillico, no matter the position held, is responsible to ensure Posillico's compliance with applicable antitrust laws. These laws are designed to promote competition and protect consumers from unfair business arrangements and practices. Violations of antitrust laws can result in severe penalties and significant damage to Posillico's reputation, including large fines and the loss of important contract, patent and license rights for Posillico, as well as fines and jail sentences for individual employees. In addition to government suits, private parties can also sue, and damage awards can be massive, as can the legal fees incurred to defend the suits.

Some antitrust acts are clearly and undeniably wrong under any circumstances, such as bid-rigging; and/or market/customer allocation agreements. Agreeing with a competitor that you will both raise your prices or price-fixing is another obvious example of anticompetitive conduct. If a competitor were to ask you to enter into such a clearly illegal agreement, the offer should be refused emphatically. The legality of many other types of business conduct, however, are less certain, but if the conduct affects competition, it might have antitrust implications. The antitrust laws are complex and their application to a business or a transaction depends on a variety of factors. Posillico's employees are not expected to act alone, as issues arise, you should review this Antitrust Policy along with Posillico's Code of Business Conduct and Ethics Policy and consult with Posillico's General Counsel on next steps. In addition, Posillico shall endeavor to periodically conduct antitrust educational programs as well as antitrust compliance reviews to ensure that its officers and employees conduct Posillico's business in a lawful manner. Such training and compliance reviews are particularly important where an employees' duties bring them into contact with competitors or involve pricing, pricing policies, terms of sale or other marketing responsibilities.

C. REPORTING AND DISCIPLINE

The purpose of this section of the Antitrust Policy is to implement procedures for reporting potential violations and advise of disciplinary consequences for individuals that fail to comply with Posillico's Antitrust Policy and/or with the antitrust laws generally.

Posillico encourages prompt reporting of any incidents involving potential violations of its Antitrust Policy and/or the antitrust laws generally so that corrective action may be taken. Any potential violations should be reported immediately to Posillico's General Counsel. It cannot be emphasized

strongly enough that ALL COMPLAINTS OR INCIDENTS OF POTENTIAL VIOLATIONS OF THIS ANTITRUST POLICY AND/OR THE ANTITRUST LAWS GENERALLY MUST BE PROMPTLY REPORTED. Posillico cannot resolve a potential violation unless it knows about it. Moreover, in certain circumstances Posillico may avoid punishment under the antitrust laws if it promptly notifies the government of a suspected violation. Prompt notification could be the difference between no liability and paying significant fines and other criminal sanctions. Therefore, it is the responsibility of every Posillico employee or agent of Posillico who has information that gives rise to a belief of potential violations to bring the information to the attention of Posillico's General Counsel as promptly as possible.

Posillico shall endeavor to thoroughly and promptly investigate every reported potential violation. Depending on the facts and circumstances, the investigation may include the following steps: an interview of the person who reported the alleged violation to obtain complete details regarding the alleged violation; interviews of anyone who is alleged to have committed the acts of alleged violation to respond to the claims; and interview any employees who may have witnessed, or who may have knowledge of, the alleged violation. The investigation will be handled in as confidential a manner as possible consistent with a full, fair and proper investigation and subject to any applicable legal requirements.

If, as a result of the investigation, Posillico concludes that a violation of this Antitrust Policy or the antitrust laws has occurred Posillico will take prompt remedial action, including appropriate corrective action against the person or people involved in the violation. Posillico takes all reports of potential antitrust issues seriously and will not penalize or retaliate against anyone in any way for providing information to Posillico management or General Counsel. Posillico will not tolerate retaliation against anyone for reporting a potential violation of this Antitrust Policy and/or the antitrust laws generally, or any other unlawful conduct, or for cooperating in an investigation. Any incidents of retaliation should be reported immediately to Posillico's General Counsel.

This Policy sets out minimum standards upon which Posillico's antitrust compliance culture is built. Posillico will strive to ensure that its management group is able to proactively support and advance Posillico's Antitrust Policy.

Employee Handbook and Code of Business Ethics
Acknowledgement Form

I have received a copy of the Posillico Employee Handbook dated **January 1, 2022**, including any applicable state supplements, addendums and the Code of Business Ethics.

I have read its contents, have been given the opportunity to ask any questions regarding its contents, and fully understand it.

I agree to the terms and conditions of employment contained in this Employee Handbook and agree to follow all the rules, regulations and standards set forth in this Employee Handbook and the job description for my position. I realize that any failure to comply with these rules and policies could result in the termination of my employment.

I further realize that I am responsible for being aware of changes to this Employee Handbook as time and circumstances require.

I understand and agree that nothing contained in the Employee Handbook shall be deemed to create an employment contract between Posillico and myself for either employment or for the provision of any benefit. The personnel policies in the Employee Handbook are no more than broad, internal guidelines which Posillico may, from time to time, change, limit, modify or revoke, as necessary. No promises regarding employment or inducements to take employment have been made or offered to me other than in the Posillico offer of employment and I understand and agree that no promises are binding upon Posillico unless made in writing by the Chief Executive Officer or his designee.

I understand and agree that I have the right to terminate my employment at any time for any reason and that Posillico retains a similar right.

I understand that this Employee Handbook changes and redefines conditions and past practices of employment in certain important areas.

_____ _____

EMPLOYEE NAME - (PRINTED) DEPARTMENT

_____ _____

EMPLOYEE SIGNATURE DATE

Design-Build Project Awards

NYSDOT Wellwood Avenue over Route 27
ASCE LI: 2018 Project of the Year - Highways
AGC NY: 2017 Jeffrey J. Zogg Build NY Award

NYSDOT Route 347, Phase III
NYSSPE LI: 2018 Outstanding Engineering Achievement Award

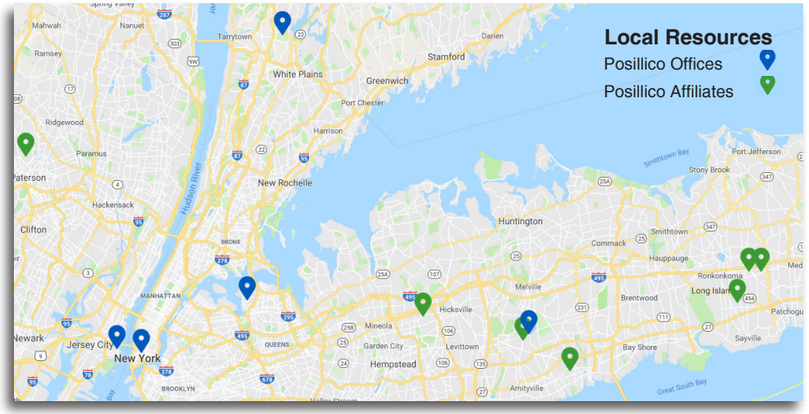
NYSDOT Accelerated Bridge Rehabilitation
ASCE LI: 2014 Project of the Year - Bridges
AGC NY: 2013 Excellence in Partnering Award

NYSDOT Route 347, Phase I
ACEC: 2017 Engineering Excellence Gold Award
ASCE LI: 2016 Project of the Year - Highways

LIRR Second Track, Phase I
ASCE LI: 2017 Design-Build Award

LIRR Ellison Avenue Bridge Replacement
ACEC: 2017 Excellence in Engineering Platinum Award - Category C: Structural Systems
ASCE LI: 2016 Project of the Year - Bridges

Posillico Design-Build



For more information regarding **Design-Build**, contact:

Paul Casazza, DBIA
Municipal Operations Manager
Phone: (631) 390-5791
Email: pecasazza@posillicoinc.com

Carleen King, Assoc. DBIA
Phone: (631) 390-5736
Email: cking@posillicoinc.com

posillicoinc.com

BEST VALUE PRACTICES

Posillico is experienced in partnering for Design-Build (DB) success. We promote quality through continuous improvement and innovation during all stages of design and construction. We pride ourselves in **Employing Design-Build Principles of Partnering:** design excellence, integrated project delivery and cohesive organizational development that allows our DB Team to maximize benefits and optimize solutions for public and private owners; for all stakeholders.

Our specialized proven procedures, methodology and management systems have been successful since our completion of Long Island's first NYSDOT DB Project in 2006. This project won multiple awards for partnering (Accelerated Bridge Project DB 2014 Project of the Year Award from ASCE LI and the 2013 Excellence in Partnering Award from AGC NYS). In the twelve years since, we have been awarded **10 DB Projects** (from multiple owners) with a total value exceeding over $660 Million dollars. Several of these projects have also received awards, including the 2017 Jeffrey J. Zogg Build New York Award for DB Services for Wellwood Avenue over Route 27 and the 2017 ASCE LI DB Project of the Year Award for DB Services for the New Second Track on Main Line Ronkonkoma Branch, Phase I, as well as multiple other ACE Industry awards.

Posillico provides an unparalleled commitment to project **quality assurance/quality control** from executive leadership, through to management and all levels of project delivery. Our detailed QA/QC procedures have been applied successfully to a large number of complex projects including many owned by the NYSDOT, MTA, LIRR, and NYCT.

Critical to DB, ***Posillico's*** Health and Safety Department has established and maintained a safe working environment through training, communication, and execution. They continually support the education, training, and assessment of activities that are required to help us identify and eliminate health and safety risks.

Posillico facilitates best-value DB project delivery by creating a **unified flow of work** through organizational development, stakeholder collaboration and optimizing benefits and solutions for public and private owners. Our cost-effective solutions maximize the lifetime of those critical public and private infrastructure projects:

- Bridges
- Roadways
- Structural (Drilling & Excavation)
- Transit
- Waste Water

Posillico has a stalwart commitment to project success. Our record of communicating with all stakeholders in a cooperative and functional manner has resulted in seventy-two years of delivering many large and highly complex civil construction projects safely, on-time and within budget to public agencies and private owners in the Greater NYC Metro Area. ***Posillico's*** home offices are in Farmingdale, however, we also have offices and a yard in College Point, and an office in Valley Cottage where we offer commercial, industrial, and municipal underground utility services. ***Posillico*** also has offices and resources in Jersey City and Prospect Park, New Jersey.

Posillico is dedicated to setting the standard for excellence in the construction industry relative to: infrastructure, environment, quality of life, and making a difference through innovation and solid relationships at all levels. ***We Know How*** to solve complex construction problems, completing all projects **safely, on time, on target, and on budget.**

PRINCIPLES OF DESIGN-BUILD

Vision - Mission - Core Values

***Vision*:** To be the employer and organization of choice in each of the markets we serve.
***Mission*:** Posillico is the company which knows how to solve complex construction problems, completing all projects safely, on time, on target, and on budget.
***Core Values*:** All of our employees, in each of our companies, are expected to demonstrate the following core values in each of their daily interactions with others, inside and outside of the company:

Caring and Committed | Open Minded and Teachable | Accountable
Mature and Self-Disciplined | Ethical | Innovative/Collaborative

Best Practices*

Posillico prides itself on industry education and best practices. Many of our DB Team members are ***DBIA Certified Professionals*** dedicated to maintaining our relevance in the market.

1. All Design-Build Team members should be educated and trained in the Design-Build process, and be knowledgeable of the differences between Design-Build and other delivery systems.
2. The DB Team should establish logistics and infrastructure to support integrated project delivery.
3. The DB Team, at the outset of the project, should establish processes to facilitate timely and effective communication, collaboration, and issue resolution.
4. The DB Team should focus on the design management and commissioning/turnover processes and ensure that there is alignment among the team as to how to execute these processes.

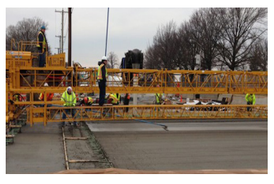
Design-Build Institute of America, 2014

Community Outreach

Community outreach and communication avenues provide stakeholders with the opportunity to communicate their ***concerns and interests*** and are key to a project's success. Obtaining feedback from and initiating a two-way dialogue with stakeholders before construction begins and through project completion is crucial to working with the community and ***reducing the risk*** of costly delays from community contention or negative press. These stakeholders include, but are not limited to, civic groups, emergency services, unions, local businesses, and Minority ***(MBE)***, Women ***(WBE)***, Disadvantaged ***(DBE)***, and Service Disabled Veteran ***(SDVOB)*** Owned Businesses.

Safety

Together **E**mployees **A**ccomplish **M**ore. Health and safety of the local communities and our workers is our highest priority.
Posillico works hard to maintain its safety culture and outstanding record of accomplishment. Our project supervisors are keenly aware of the discipline required to perform high profile projects in a low profile, non-disruptive manner, safely and on time. Our program begins with the notion that ***safety begins with teamwork.***



Accelerated Bridge Replacement

Rehabilitation of six bridges at various locations in Nassau and Suffolk Counties. Each project site included complete bridge deck replacement, new bridge sidewalks and railing, approach slabs, bridge joints, and repairs to the bearings and pedestals. This was a design-build project, selected by best-value combining price and technical approach.

Ronkonkoma Branch Second Track, Phase I

Installation of a second track running parallel to the existing Ronkonkoma Branch rail from Ronkonkoma Station to a point west of the Central Islip Station, a total of 5.5 miles. Construction operations included building of modular block and soldier pile with panel retaining walls, grading, placing and compacting sub-ballast, relocating a pedestrian bridge, and rebuilding four grade crossings to create the roadway for the second track.

Ellison Avenue Bridge Replacement

The team coordinated and executed a complete bridge replacement in a residential community, which required close coordination with the Village of Westbury and adequate advanced notification to residents affected by construction. Work was planned on weekdays during daytime hours to minimize impact to adjacent residences with only two LIRR weekend track outages.

Ronkonkoma Branch Second Track, Phase II

Construction of a second track from Central Islip to Farmingdale Station including the building of retaining walls and grading for track bed and installation of cable troughs for the placement of LIRR signal cables and wiring. Work was completed in an accelerated 17 month schedule allowing for the placement of the new second track to be completed by fall 2018.

NY Route 347, Phase I

Project to rehabilitate a mile of Route 347 and add an additional lane in each direction. Work included new drainage, sound walls, median barrier, landscaping, and paving. This project has improved safety and mobility by transforming Route 347 into a greenway for Evergreen Status through the NYSDOT GreenLites program.

Wreck Lead Submarine Cable Replacement

Project involved the replacement of power, signal and communications submarine cables located across Reynolds Channel between Long Beach and Island Park. Restoration was necessary as a direct result of damage caused to LIRR's infrastructure from Superstorm Sandy. The Long Beach branch was one of the four key areas on LIRR's property severely damaged by the storm.

NY Route 347, Phase III

Improvements & reconstruction of Rte 347 from Terry Road to Gibbs Pond Road including highway widening to 3 lanes in each direction, raised landscaped medians, continuous sidewalks along the north side and a shared use path for bicycles and pedestrians along the south side. Other rehabilitations include pavement reconstruction, a positive drainage system, landscaping, bus shelters and utility relocations.

Wellwood Avenue Bridge over Route 27

This project provided for the replacement of the aluminum bridge on Wellwood Avenue over Route 27, an experimental bridge built over 50 years ago. The four-span aluminum bridge was replaced with a two-span adjacent prestressed box beam bridge supported on concrete stub abutments behind mechanically stabilized earth system walls and a concrete stem pier.

Posillico
We know how.
Posillico
CAT

People First. Be Safe.

Safety

"At Posillico, we believe that safety requires open communication, accountability, ownership, and a personal commitment by members of the organization. Nothing is more important than maintaining an injury and incident free workplace."
- Joseph K. Posillico, President/CEO, 2017

We strive to be the best in our business, and we have enjoyed success and sustainability due to the hard work and dedication of the people within our organization, who have been and continue to be our most valuable and important resource.

Our corporate health and safety program reflects our commitment to ensuring safe work sites and the safety of our workers and subcontractors. We work hard to ensure a safety culture that addresses and integrates safety into everything that we do. From pre-construction, through pre-planning and implementation, we believe that a well-trained, informed and aware organization translates into safe work and projects built on time and on budget.

We focus on preventing loss, incidents, and injuries before they occur, and we provide health and safety training and mentoring programs for all new employees and on-going training to our managers and crews. Regular training and constant reinforcement gives all of our employees the knowledge to identify and the authority to correct hazardous situations before accidents happen. Everyone working on our construction sites or in our facilities can hit the **"Stop Button"** when unsafe conditions exist.

We strive to continuously improve and impart best practices to all of our employees and subcontractors. Providing a safe working environment ensures that we will continue to set the standard for our industry.

Our dedicated employees are vigilant in training. They are aware of and apply basic safety principals. Teamwork and awareness make our construction sites and our people safe.

Main Office
1750 New Highway
Farmingdale, NY 11735
P: 631.249.1872
F: 631.249.8124
www.posillicoinc.com

Posillico
We know how.

Posillico is New York's Premier Self-Performing General Contractor

Experience. Since 1946, we have been one of the leaders in the construction industry for the Tri-State area. From first breaking ground on the Long Island Expressway to foundation and environmental projects in Manhattan, we have been successful in mastering the complexities of New York construction.

Confidence. When the reputations of all those involved are on the line, we maintain a high-level of confidence - ***We know how*** to get the job done, especially in evolving environments. Our family of clients is confident of their project's success because they have prospered from our results in the past.

People. Experience and confidence define our team. We have the best people in the industry working together towards a common goal. From our project managers and engineers to foremen, key laborers, and support staff, every member of our team is highly qualified and work together as a team. The construction industry is challenging, complicated and demanding. Our qualified professionals possess the fundamental experience necessary to impart confidence that our client's projects will succeed.

Safety. When people are involved, safety is more important than just a slogan. We are committed to achieving top safety performance in our industry. Our people and projects both come home on time… safely.

We Embrace Complex Projects

Not only do we like the tough jobs, but we also excel at them. The key to our continued success is the seamless integration of our various business units. We offer a multi-disciplinary excellence – we thrive on value engineering innovative solutions for challenging projects. Our management approach allows us to gauge project complexity from the start and appropriately manage along the way.

In the construction industry, scopes continually change, and issues arise. Our collaborative effort is the key to getting complex projects completed safely, on time and on budget.

Civil - Private

Foundations
Subgrade to Sidewalk

A history of past success, exceeding expectations, confidence, industry relationships, and continuous communication are the keys to building award-winning belowground projects. Our ability to self-perform the majority of belowground work gives us a distinct advantage in controlling costs and meeting difficult schedules.

Our professional engineering staff has developed the necessary experience through our past experience in public sector projects to the private sector. We have the experience in building foundations and other structures in tight urban locations and around existing infrastructures, such as subways, railways, tunnels, and utilities.

We are committed to our private clients to ensure their projects move as quickly as possible to maximize their investment returns.

Our years of experience include the following services:

- **Soil Excavation**
- **Rock Removal**
- **Design, Engineering and Construction of Support of Excavation and Underpinning Systems**
- **Deep Foundations**
- **Dewatering**

Civil - Municipal

Innovation, Planning & Design-Build

Our "know how" is the hallmark of large complex civil projects. We have built our reputation on complex municipal projects by leveraging our **diverse capabilities** and utilizing our various divisions.

Our **Team** includes design engineers and valued subcontractors that work together on complex projects delivering **cost-effective solutions** while maintaining an aggressive schedule.

We successfully perform design-build projects with innovation, collaboration and teamwork. We have taken the lead in the design-build project delivery system on various government contracts. Most of these projects include the construction of complex infrastructure that required accelerated schedules delivered in **tight timeframes to better the communities we serve**. From the expansion of the Long Island Rail Road, to various road and bridge projects throughout the Tri-State region, we have been selected time and time again to partner with various design firms to achieve valued results.

Replacement of Belt Parkway Bridges
Brooklyn & Queens, NY

Civil - Wastewater

Partnering & Planning

We provide creative solutions for complex wastewater projects in the New York metropolitan area. Our success over the past 70 years has been based on our commitment to professionalism, partnerships and becoming the thought leader in our industry. These qualities, as well as our experience, have helped us set today's standard in the wastewater industry.

We have worked with a multitude of regional government agencies on virtually all types of wastewater projects, each with their own challenges. Our success is attributable to understanding the special needs of each project, while offering innovative and value engineering options with a partnering approach. Detailed planning and safe execution are some of the key benefits we deliver to our clients.

- **Wastewater Treatment Plants**
- **Pump Stations**
- **Sanitary Support Buildings and Equipment**
- **Force Mains and Sanitary Piping**

Bergen Point Wastewater Treatment Plant
West Babylon, NY

Posillico | Civil - Wastewater

Materials

Quality, Flexibility & Schedule

Our commitment to quality starts at our plants. We manage everything that goes on at our sites, including the materials we use. Our regional plants are leading materials handling facilities in the region, specializing in producing asphalt for our jobs and customers. By producing only as much material as required, we have the flexibility needed for complex construction projects.

With state-of-the-art facilities that provide the highest quality construction aggregates in the market, we guarantee the quality production and timely delivery to our clients. Our rail offloading expansion to our Farmingdale facility drastically improves aggregate delivery and reduces the impact of fuel, tolls, and other trucking costs.

- **Hot Mix Asphalt**
- **Recycled Asphalt Pavement (RAP)**
- **Stone, Sand, Clean Fill**
- **Recycling-Concrete/ Brick/Clean Fill/ Asphalt**
- **Recycling of Contaminated Soils**

Environmental

Remediating Industrial Contamination for a Greener Future

It is a fact: the New York metropolitan area is running out of greenfield properties. Most construction and development projects in the future are likely to require some level of environmental remediation. In 1991, we recognized these changes and have been at the forefront of this new direction in construction. Converting unusable land into a highly desirable property is complicated. **Environmental remediation demands expertise.**

We have become an expert in environmental remediation by using both industry standards as well as developing our own site-specific techniques. No single function is more important to construction today. **No company integrates Environmental with Civil better than us.**

- **Efficient Delivery of New Infrastructure in Contaminated Environments**
- **Qualified Expertise in Treatment Systems for Large Scale Clean-Ups**
- **Experts in Soil and Contaminant Stabilization and Applications for Various Redevelopments**
- **Wetland Restorations and Storm Water Systems to Improve Water Quality**

Hoboken Block 110 Remediation
Hoboken, NJ

Posillico | Environmental

Paving

Experience & Latest Technology

We believe, that over 45 years of paving qualifies us as experts. Since 1971, we have been providing top quality paving services throughout the Tri-State area. From resurfacing most of Long Island's main thoroughfares including the Long Island Expressway, to paving commercial parking lots, our knowledge and experience in paving are the keys to our success.

We not only break ground to maintain our country's infrastructure, but we break ground in new technology. The quality and workmanship of our Paving division is at the forefront of the industry. Our equipment is constantly updated with the newest and latest technology including intelligent compaction for density and 3D GPS systems for our pavers.

- **Highways**
- **Airport Runways**
- **Municipal Roadways**
- **Parking Lots**

Drilling

Integrated Engineered Solutions

We have been installing foundation support systems for over 40 years. Starting with innovative vibration hammer techniques in 1970, we have always strived for obtaining, understanding, and perfecting the latest technology. Our forward-thinking mindset combined with a staff of talented professional engineers and managers enables us to solve complex foundation problems that our competitors cannot.

- **Steel Sheet Piling**
- **Drilled CFA Piles**
- **Mini/Micropiles**
- **Deep Soil Mixing**
- **Slurry Walls**
- **Timber Piles**
- **Underpinning**
- **Tie-backs**
- **Driven H Piles**
- **Drilled Caissons**
- **Marine Bulkheads**
- **Noise Wall Foundations**
- **Low Vibration Applications**

Utilities

Safety, Schedule & Skill Set

We are a full-service utility contractor in the natural gas transmission and distribution industry as well as the telecommunications industry. Our experienced team focuses on delivering **cost-effective** solutions, bringing projects in safely, on time, and on budget.

Our repeat client base is built on an **experienced management team** with specific skill sets working throughout the natural gas and telecommunications industries. Our team can handle the challenges and obstacles by focusing on industry-specific tasks. The knowledge gained from each project helps us **reduce costs** in the future with **better planning** and awareness of what challenges may arise.

Affiliations and Certifications: Members of the Northeast Gas Association (NGA), our employees are OSHA certified, confined space trained, and Gas Operator Qualified through the NGA and Con Edison.

- **Electrical Infrastructure**
- **Telecommunications**
- **Natural Gas Main/Services/Leaks**

Development & Consulting

Concept to Concrete

Brownfield sites, waterfront revitalization, and energy efficient housing—we have done it all. As part of our commitment to improving life in the Tri-State region, we have put environmentally compromised land to productive reuse instead of developing on untouched land.

As a developer, we are able to take advantage of all of our business units to solve complex construction problems. Our various business units merge to provide a seasoned line-up of experts, who get the job done safely, on time and on budget.

We also offer the following consulting services:

- **Evaluation of Critical Infrastructure**
- **Permit Management**
- **Pre-construction 3D Scanning**
- **Environmental Strategies**
- **Owner Representation and Project Management**

This is what makes us different.
This is what makes us Posillico.

History & Culture

The Posillico Family

For four generations, Posillico has combined an ironclad commitment to **quality and performance** with an unequaled **family work ethic**, making the company a leader in public and private work projects.

Incorporated in 1946 under the presidency of Joseph D. Posillico, Sr. as a small trucking contractor, with five employees, the company has grown to become one of the **top construction firms** in New York. We serve the entire Tri-State area and employ hundreds of people.

The culture of the company has been of great importance from the beginning. The natural "family" atmosphere that Posillico began with has extended to incorporate all those who choose to work here. Many of our employees have been with us for 30 or 40 years and some families are on their 3rd generation.

1940s

Construction of suburbia on Long Island. J.D. Posillico, Inc. hauls brick for new homes for returning GI's.

MILESTONES

- January 30, 1946: J.D. Posillico, Inc. is started by Joseph D. Posillico, Sr., Americo Posillico and Virginia Seeley.

1950s

J.D. Posillico, Inc. expands with providing subcontractor site construction services for residential developments.

MILESTONES

- Dominic and Mario Posillico join the firm in 1956.
- Dominic Posillico heads the estimating and engineering departments. He is instrumental in developing an innovative steel sheeting system for the installation of deep drainage and sewer systems.

1960s

J.D. Posillico, Inc. expands subcontracting capacity for new roads and schools being built for the first baby boomers.

MILESTONES

- Mario A. Posillico returns in 1960—after three years in the U.S. Navy—and begins reshaping the company into a major general contractor. He is instrumental in promoting public works projects for local and state governments.
- 1963 Charles Gargano, P.E. joins the firm, transforming J.D. Posillico, Inc. field operations into one of the best on Long Island.
- Joseph D. Posillico, Jr. joins the firm in 1965 and guides the company expansion into the asphalt business and the installation of deep drainage and sewer systems.

1970s

J.D. Posillico, Inc. becomes a general contractor performing bridgework, roadwork and becomes a major builder of sewer infrastructure for Nassau and Suffolk Counties.

MILESTONES

- 1971 Posillico Bros. Asphalt Co. is formed and the plant is erected in Farmingdale, NY.
- J.D. Posillico, Inc. innovatively implements the use of vibratory steel sheeting and large scale dewatering for sewer programs in Nassau and Suffolk Counties, saving millions of taxpayer dollars.
- J.D. Posillico, Inc. completes over $500 million in sewer infrastructure.

1980s

J.D. Posillico, Inc. and Posillico Bros. Asphalt Co. expand their capacity in road and bridge construction during NYSDOT major highway and bridge reconstruction programs. J.D. Posillico, Inc. performs major Long Island landfill closures.

MILESTONES

- J.D. Posillico, Inc. focuses on major New York State road construction and bridge initiatives.
- J.D. Posillico, Inc. initiates construction on the Meadowbrook and Northern State Parkways.
- Construction of the Nassau Expressway.
- Major rehabilitation of the Southern State Parkway.
- Joseph D. Posillico, Sr., Dominic Posillico and Virginia Seeley retire.
- Charles Gargano leaves for government service.
- Third generation of Posillico family completes engineering degrees and begins reshaping the future of Posillico.

1990s

Posillico Bros. Asphalt Co., LLC and Blue Water Environmental, Inc. team up to develop innovative soil and asphalt recycling technologies in response to limited disposal space created by the push to close Long Island landfills.

MILESTONES

- 1991 Blue Water Environmental, Inc. is formed.
- 1992 J.D. Posillico, Inc. constructs the first HOV project on the Long Island Expressway.
- 1992 Posillico Bros. Asphalt Co., LLC receives one of New York State's first petroleum contaminated soil recycling permits.
- 1996 J.D. Posillico, Inc. celebrates 50 years in business.

2000s

Faced with new challenges of an aging suburbia, Posillico looks to develop an integrated construction approach to solving regional transportation, environmental and developmental problems.

MILESTONES

- Posillico's corporate office relocates, providing nearly 20,000 sq. ft. state-of-the art office and training space.
- Posillico Civil, Inc. wins a $360 million JV project with Tully Construction to reconstruct the Belt Pkwy.
- Posillico Development, LLC embarks on its first "Brownfield Project."
- J.D. Posillico, Inc. completes last two HOV expansion projects capping a $600+ million portion of a $1 billion HOV construction program.
- Leadership and project management training is implemented to elevate standards of excellence across all business units.
- Business units unite within one organization, one brand, "Posillico."

J.D. Posillico, Inc. is now Posillico Civil, Inc.

Posillico Bros. Asphalt Co., LLC is now Posillico Materials, LLC

Blue Water Environmental, Inc. is now Posillico Environmental, Inc.

Piles, Drilling & Underground Solutions is now Posillico Drilling, Inc.

Metron Development Service, LLC is now Posillico Consulting, LLC

Posillico Development Company, LLC is now Posillico Development, LLC

2010 – Present

Posillico continues to grow and approach each challenge as a new opportunity. Our mission statement of completing projects safely and on time continues to propel us into the future by embracing Design-Build and Value Engineering as a way to meet the challenges of large-scale public works.

MILESTONES

- 2010 Posillico's fourth generation begins working at the company.
- 2013 Posillico is awarded its first design-build project; NYSDOT Design-Build Accelerated Bridge Program.
- 2013 Posillico Materials, LLC unveils its new rail siding and materials transfer depot.
- 2014 Posillico Civil, Inc. completes its Replacement of Belt Parkway Bridges project for $364 million.
- 2015 Posillico acquires a full-service utility contractor now known as Northeast Utilities to capture a new market.
- 2016 Posillico Civil, Inc. celebrates its 70th year, Posillico Materials, LLC celebrates its 45th year and Posillico Environmental, Inc. celebrates its 25th year.
- 2017 Posillico opens a second asphalt plant, Posillico Materials East, LLC, located in Holtsville, NY.
- 2017 Posillico and its partners break ground at Garvies Point in Glen Cove, NY; a 27 acre mixed used land reclamation project.

Posillico We know how.®

MTA Emergency Vent Plant
Long Island City, NY

www.posillicoinc.com

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

See attached relevant contribution spreadsheet. There have been no additional Nassau County Contributions.

1 File(s) uploaded: Political Contributions For Nassau County.pdf

Electronically signed and certified at the date and time indicated by:
Jillian Brown [BREAKWATERQUALS@POSILLICOINC.COM]

Dated: 01/12/2026 10:26:29 am

Vendor: Posillico Civil, Inc.

Title: Prequalifications Manager

Company/Individual	Date Paid	F/BO	Address	Amount
Micheal J. Posillico	[redacted]			
Micheal J. Posillico				
Micheal J. Posillico				
Posillico Civil				

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Joseph K. Posillico
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 1750 New Highway
   City: Farmingdale State/Province/ Territory: NY Zip/Postal Code: 11735
   Country US
   Telephone: 6316816171

   Other present address(es): [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US
   Telephone: 6316816171

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/01/2004	Treasurer	
Chairman of Board		Shareholder	01/01/2004
Chief Exec. Officer	09/24/2007	Secretary	
Chief Financial Officer		Partner	01/01/2004
Vice President	09/01/1990		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

   See Attachment - Directors and Principal Officers, Ownership, Interest in Property.
   Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

   1 File(s) uploaded: Question # 3.pdf

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Yes, please refer to attached financial statements

Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

1 File(s) uploaded: Civil 12-31-24 Audit Standalone Short scanned NC Portal...pdf

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Yes, please see attached Entity Matrix for three (3) Principal's listed above.
Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

Owner - [redacted]
Owner- [redacted]

2 File(s) uploaded: #9 Entities.pdf, JV List.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Yes, see attached with all relevant government contract awards
Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

1 File(s) uploaded: Question # 6.pdf

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph K. Posillico , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph K. Posillico , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Posillico Civil, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
President - Joseph K. Posillico JKPOSILLICO@POSILLICOINC.COM

President

Title

01/07/2026 06:11:35 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Michael J. Posillico
Date of birth: [redacted]
Home address: [redacted]

City:	[redacted]	State/Province/ Territory:	[redacted]	Zip/Postal Code:	[redacted]
Country:	US				

Business Address: 1750 New Highway

City:	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Telephone:	631.390.5740				

Other present address(es):

City:	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country:	US				
Telephone:	6312491872				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	12/31/2014
Chief Financial Officer		Partner	
Vice President	02/10/1985		
(Other)			

Type	Other
Description	Executive Vice President
Start Date	12/31/2014

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

See Attachment
Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

1 File(s) uploaded: Question # 3.pdf

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Yes, please refer to attached financial statements.
Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

1 File(s) uploaded: Audit Standalone Short scanned NC Portal.pdf

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Yes, please see attached.

- [redacted]

Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

2 File(s) uploaded: #9 Entities.pdf, JV List.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Yes, please see attached Entity Matrix
Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

1 File(s) uploaded: Question # 6.pdf

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Michael J. Posillico , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael J. Posillico , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Posillico Civil, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
EVP/Secretary - Michael J. Posillico MPOSILLICO@POSILLICOINC.COM

EVP/Secretary

Title

01/07/2026 01:52:19 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Joseph Posillico, III
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 1750 New Highway
   City: Farmingdale State/Province/ Territory: NY Zip/Postal Code: 11735
   Country US
   Telephone: 516 380 8338

   Other present address(es):
   City: Farmingdale State/Province/ Territory: NY Zip/Postal Code: 11735
   Country: US
   Telephone: 6312491872

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	04/01/2004
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	04/01/2004
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

   See Attachment -
   Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

   1 File(s) uploaded: Question # 3.pdf

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Yes, please refer to attached financial statement Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

1 File(s) uploaded: Civil 12-31-24 Audit Standalone Short scanned NC Portal...pdf

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

2 File(s) uploaded: #9 Entities.pdf, JV List.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

please see the attached

1 File(s) uploaded: Question # 6.pdf

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph D. Posillico, III , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph D. Posillico, III , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Posillico Civil, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Shareholder - Joseph D. Posillico, III JP3@POSILLICOINC.COM

Shareholder

Title

01/08/2026 01:20:11 pm

Date

Entity Name	Corporate Address	Ownership
[redacted]		

FINANCIAL STATEMENTS

L ONLY -

CONFIDENTIAL FOR NASSAU COUNTY, NY -

NCDPW - NASSAU COUNTY VENDOR PORTAL

ONLY - EXEMPT FROM DISCOLUSURE UNDER

FOIA/FOIL

RELEASE TO ANY THIRD PARTY ONLY UPON EXPRESS WRITTEN CONSENT

POSILLICO CIVIL, INC.

CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2024

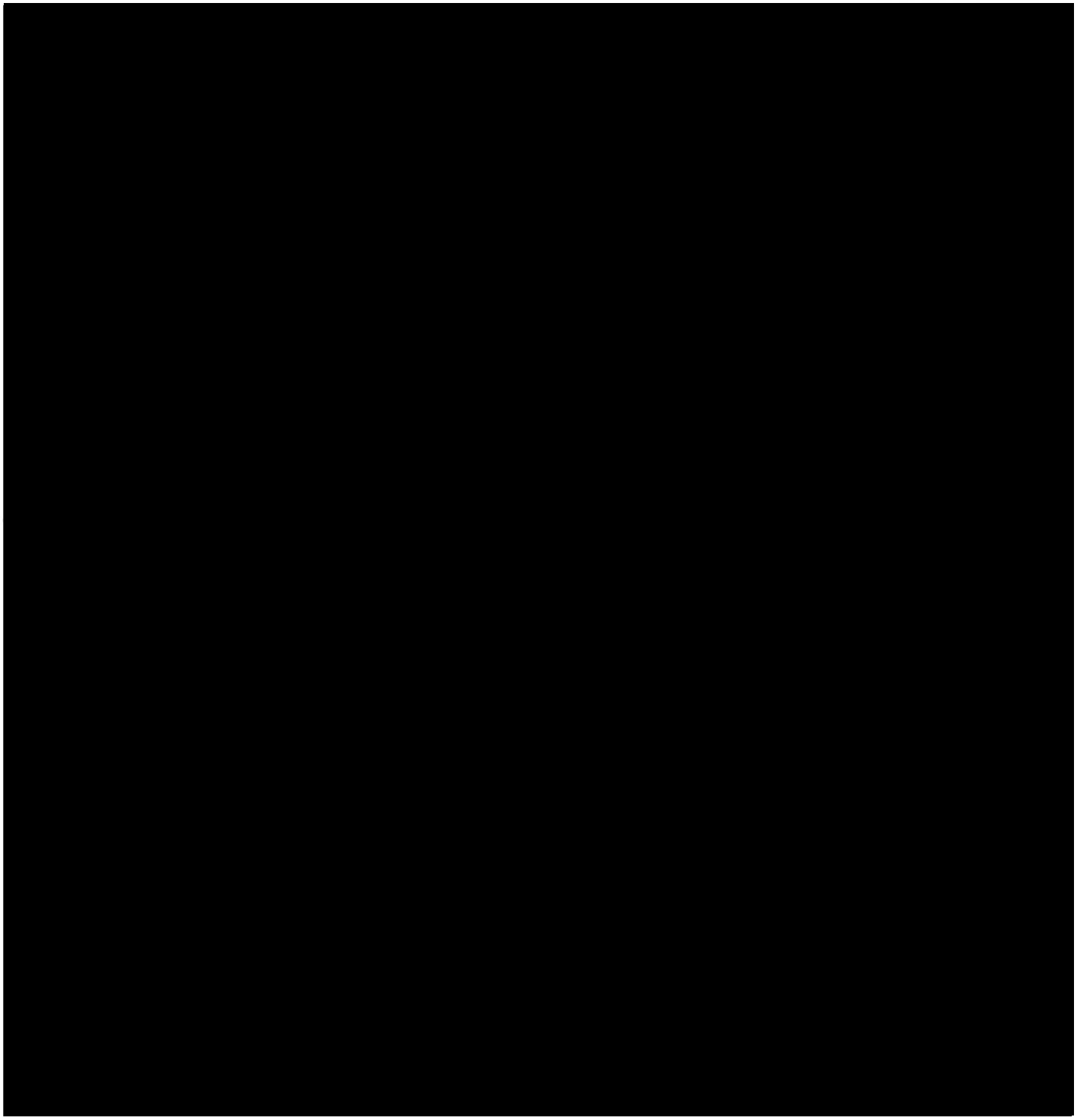
POSILLICO CIVIL, INC.
CONTENTS

	Page
Independent Auditors' Report	1-2
Consolidated Financial Statements	
Consolidated Balance Sheet at December 31, 2024	3-4
Consolidated Statement of Income for the Year Ended December 31, 2024	5
Consolidated Statement of Comprehensive Income for the Year Ended December 31, 2024	6
Consolidated Statement of Changes in Stockholders' Equity for the Year Ended December 31, 2024	7
Consolidated Statement of Cash Flows for the Year Ended December 31, 2024	8-9
Notes to Consolidated Financial Statements	10-31

GRASSI

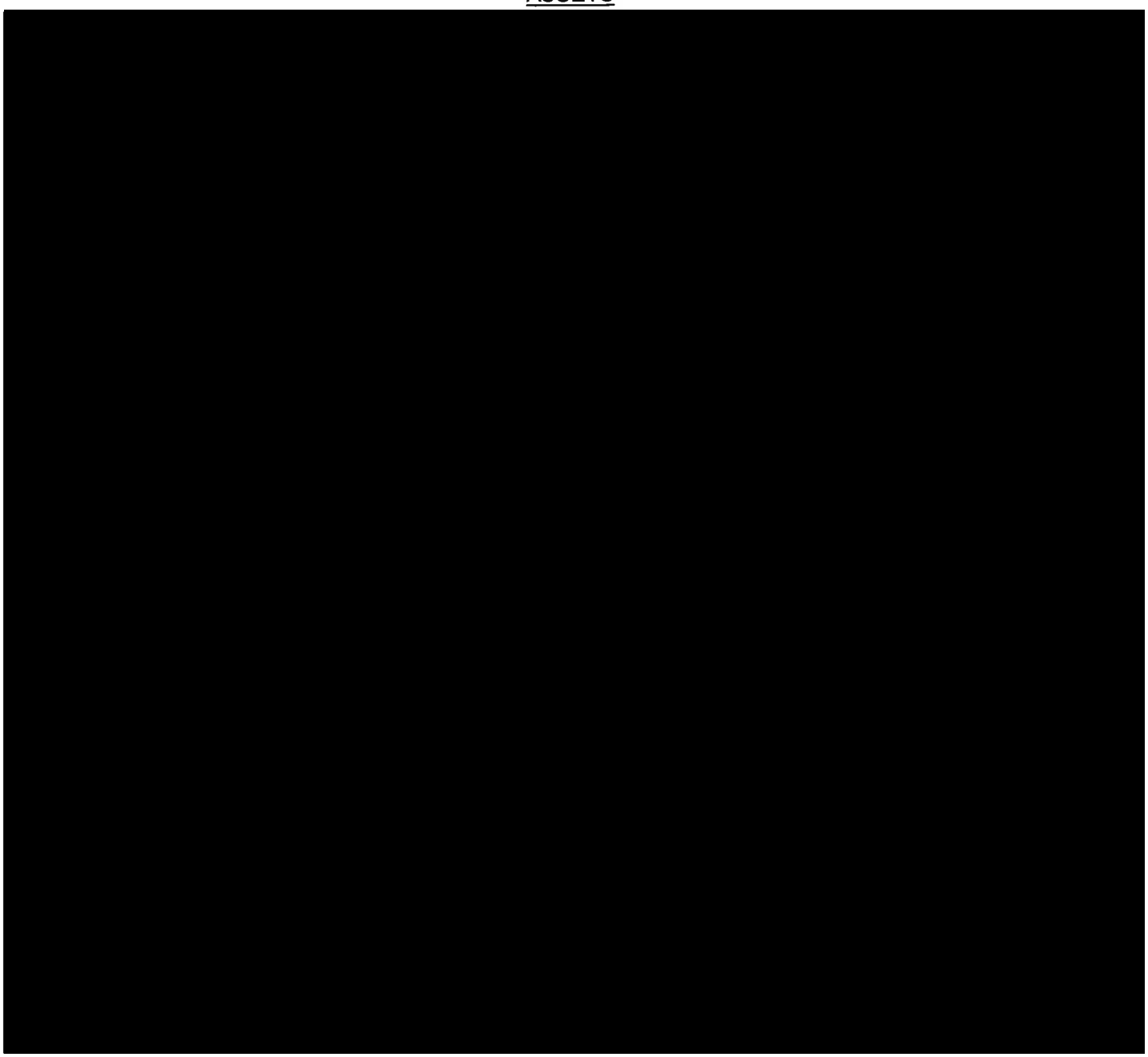
INDEPENDENT AUDITORS' REPORT

[redacted]



POSILLICO CIVIL, INC.
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2024

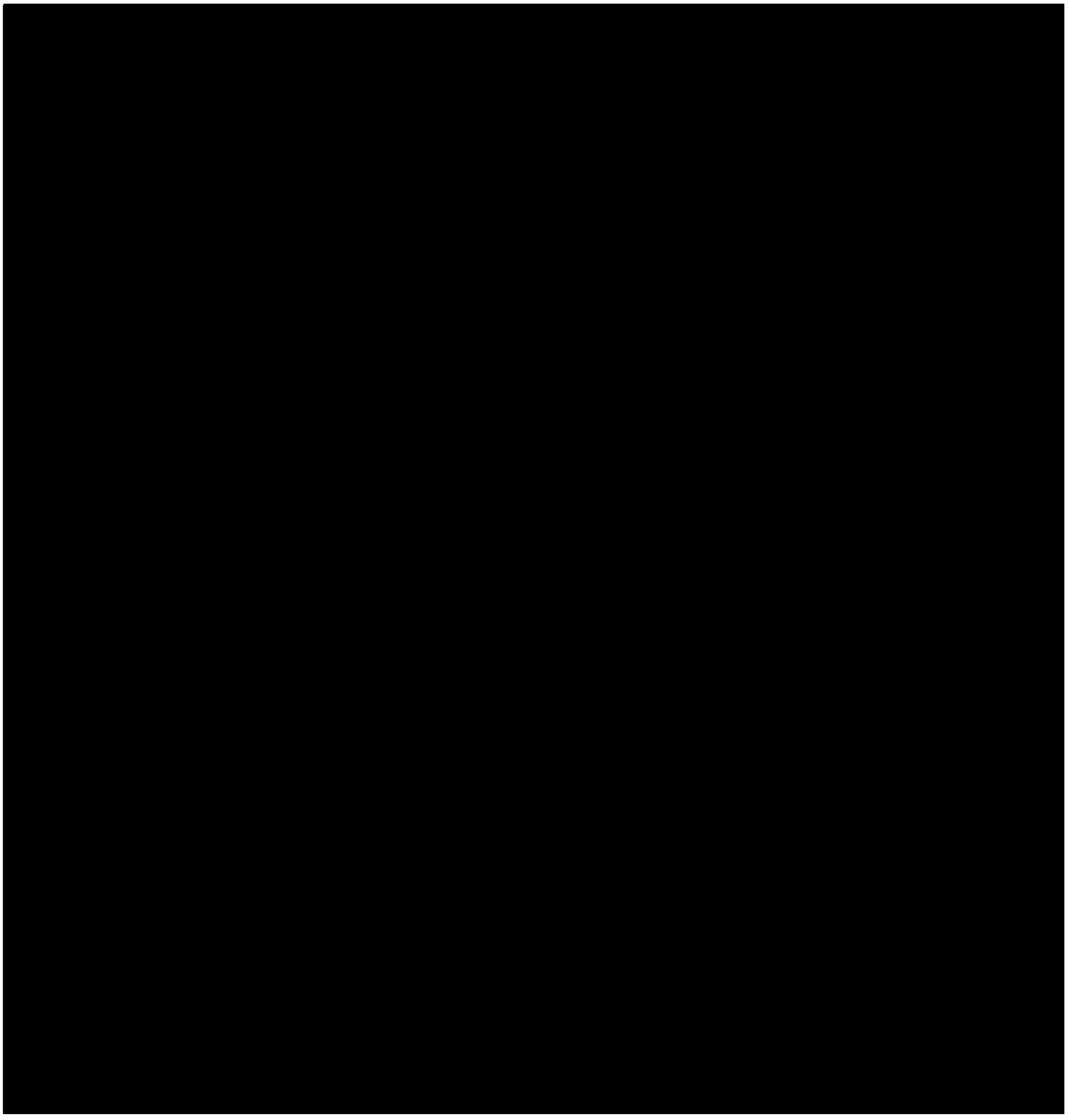
ASSETS



The accompanying notes are an integral part of these consolidated financial statements.

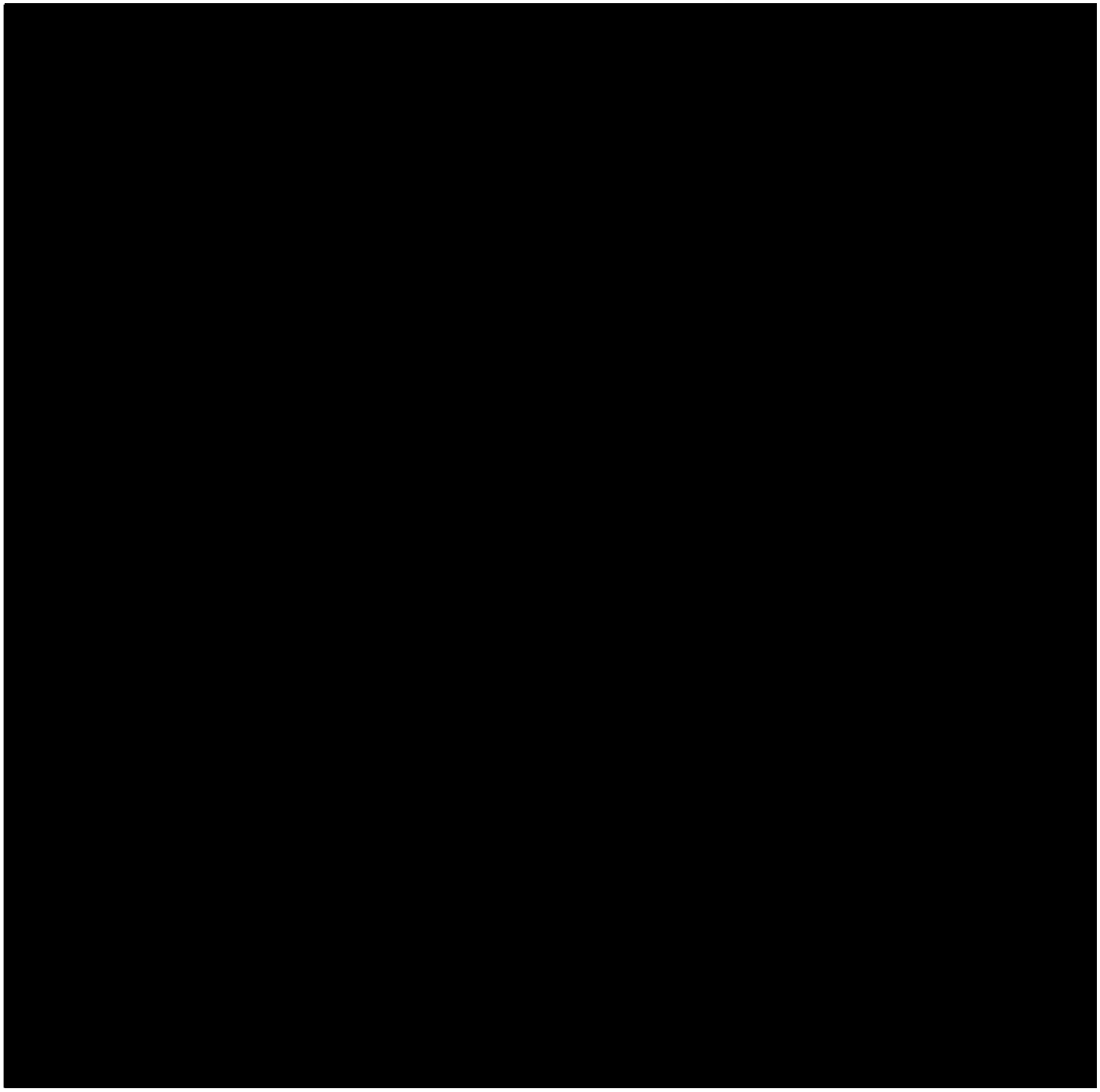
POSILLICO CIVIL, INC.
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2024

LIABILITIES AND STOCKHOLDERS' EQUITY



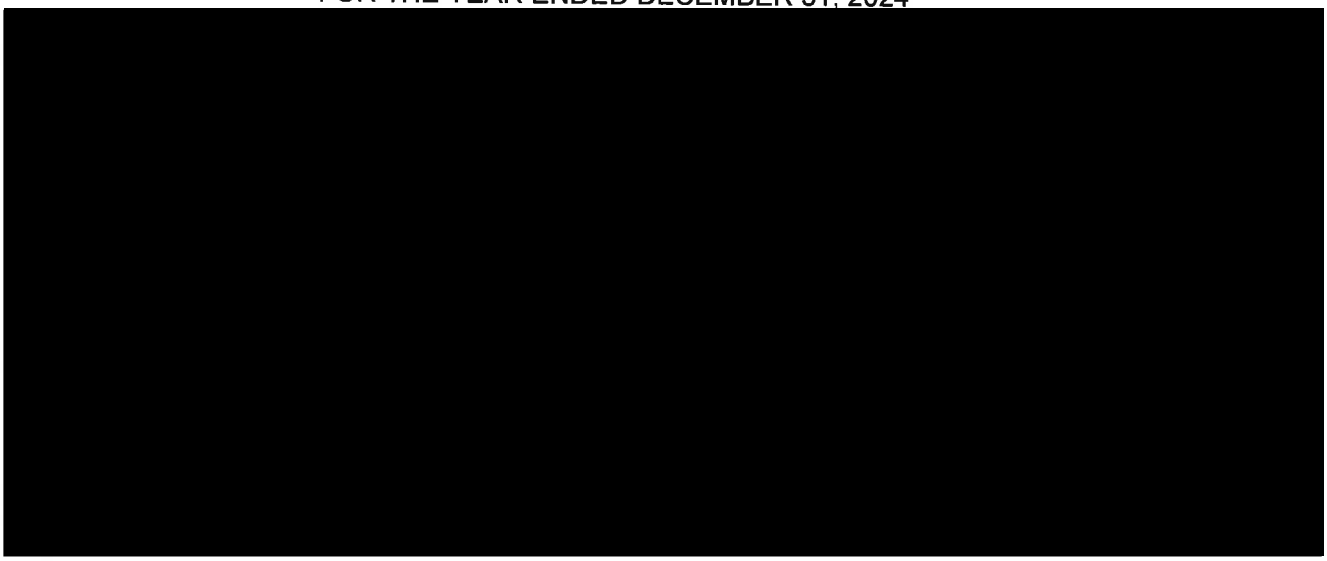
The accompanying notes are an integral part of these consolidated financial statements.

POSILLICO CIVIL, INC.
CONSOLIDATED STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2024



The accompanying notes are an integral part of these consolidated financial statements.

POSILLICO CIVIL, INC.
CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
FOR THE YEAR ENDED DECEMBER 31, 2024



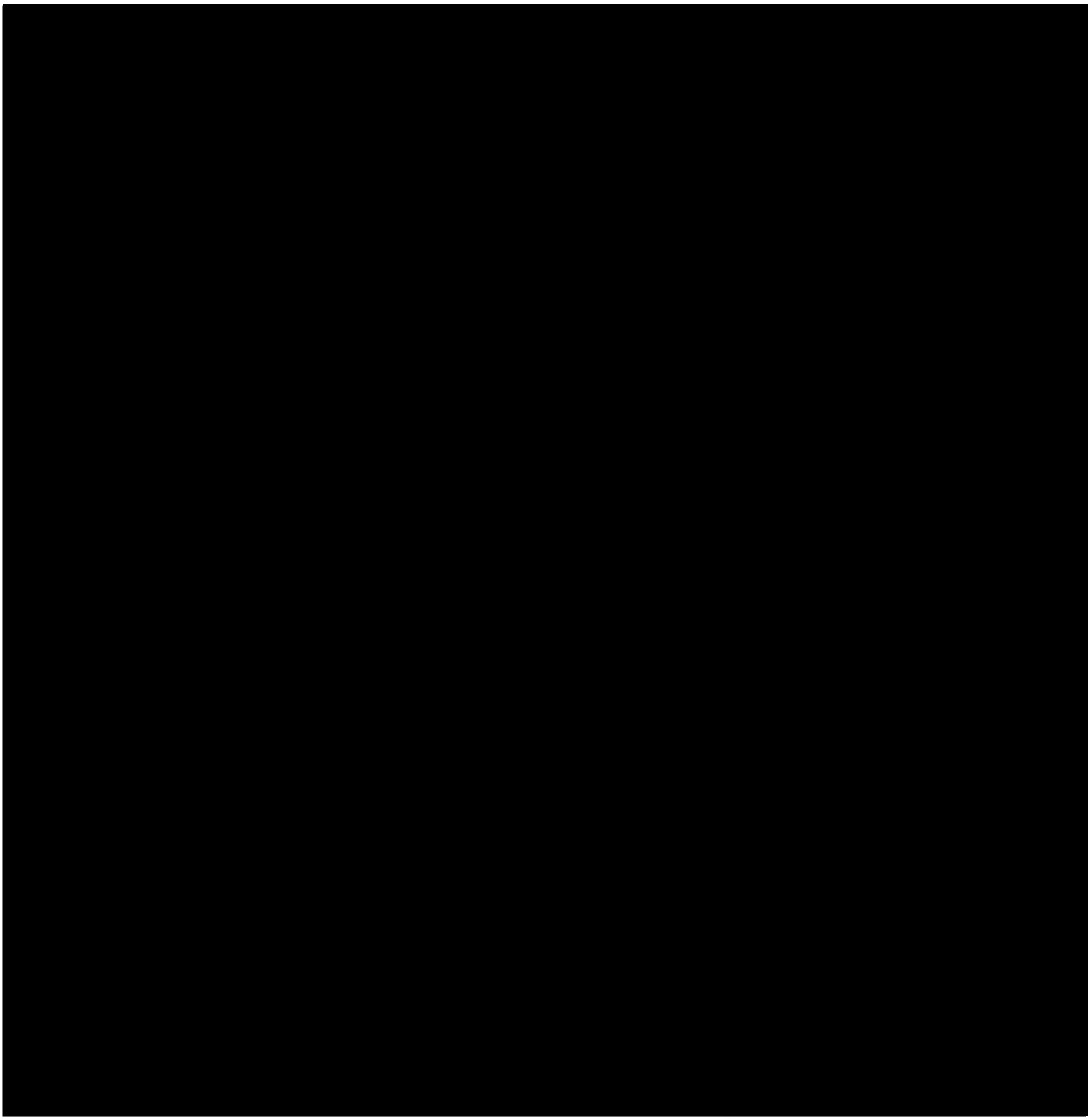
The accompanying notes are an integral part of these consolidated financial statements.

The accompanying notes are an integral part of these consolidated financial statements.

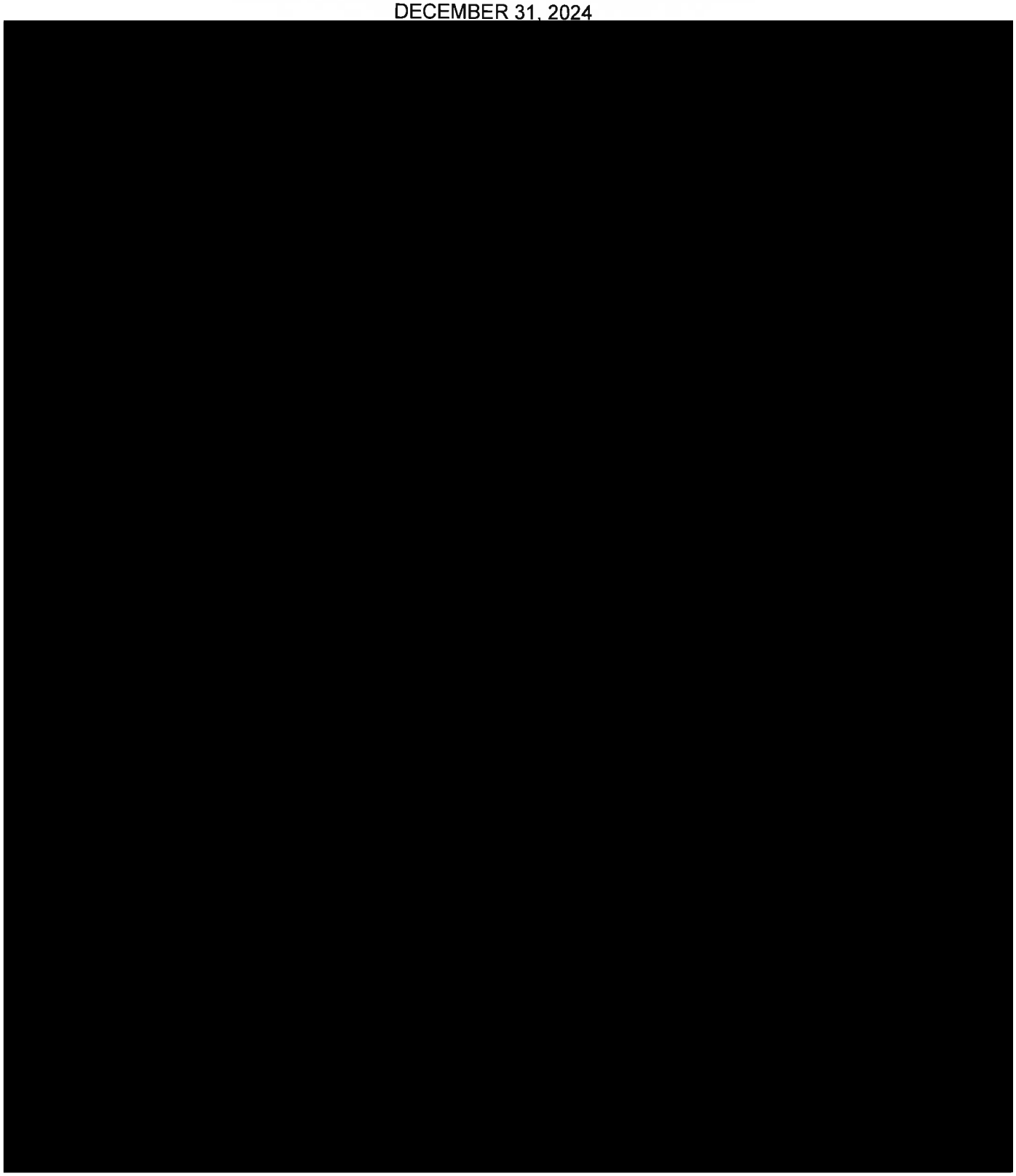
POSILLICO CIVIL, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2024

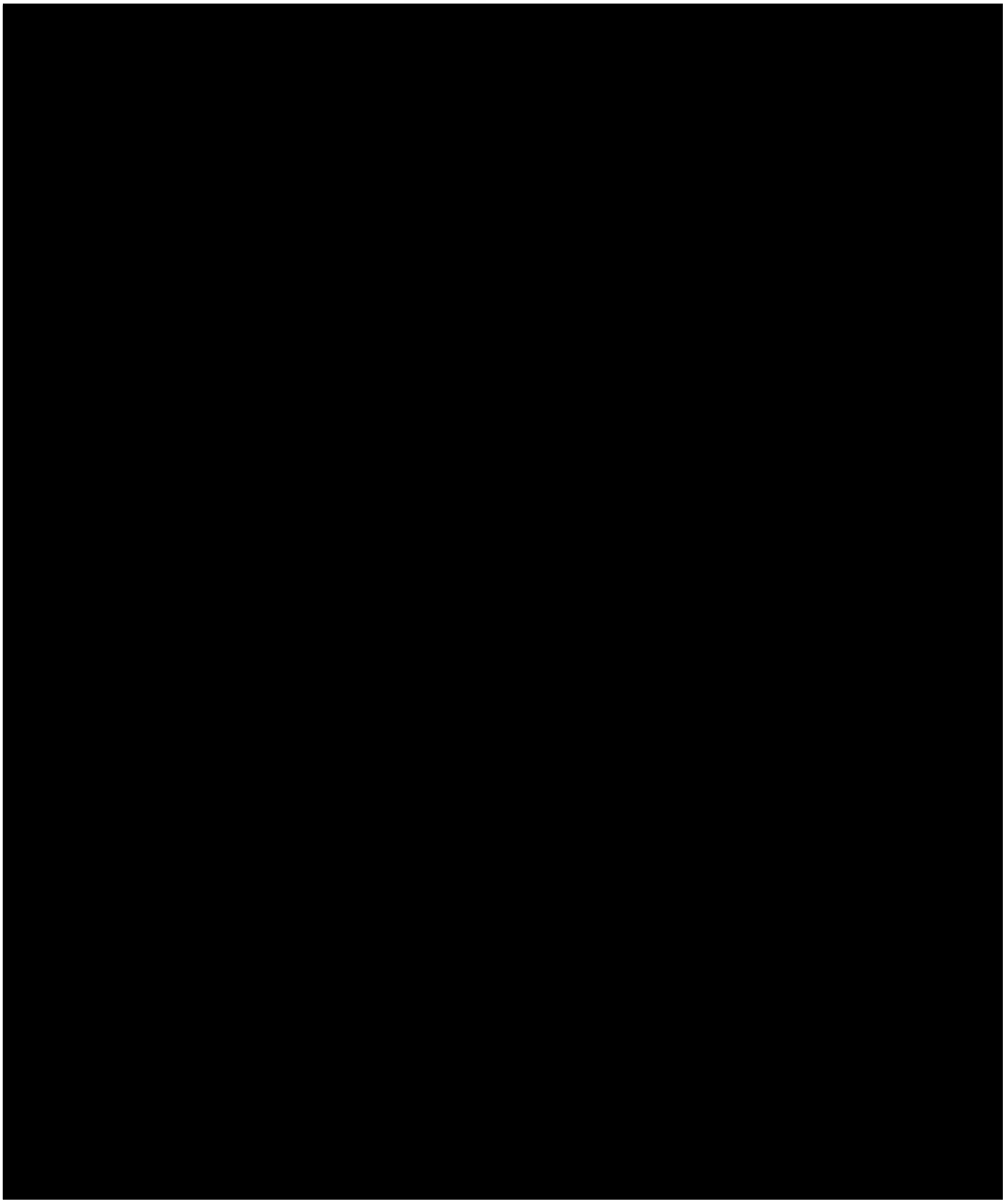
[redacted]

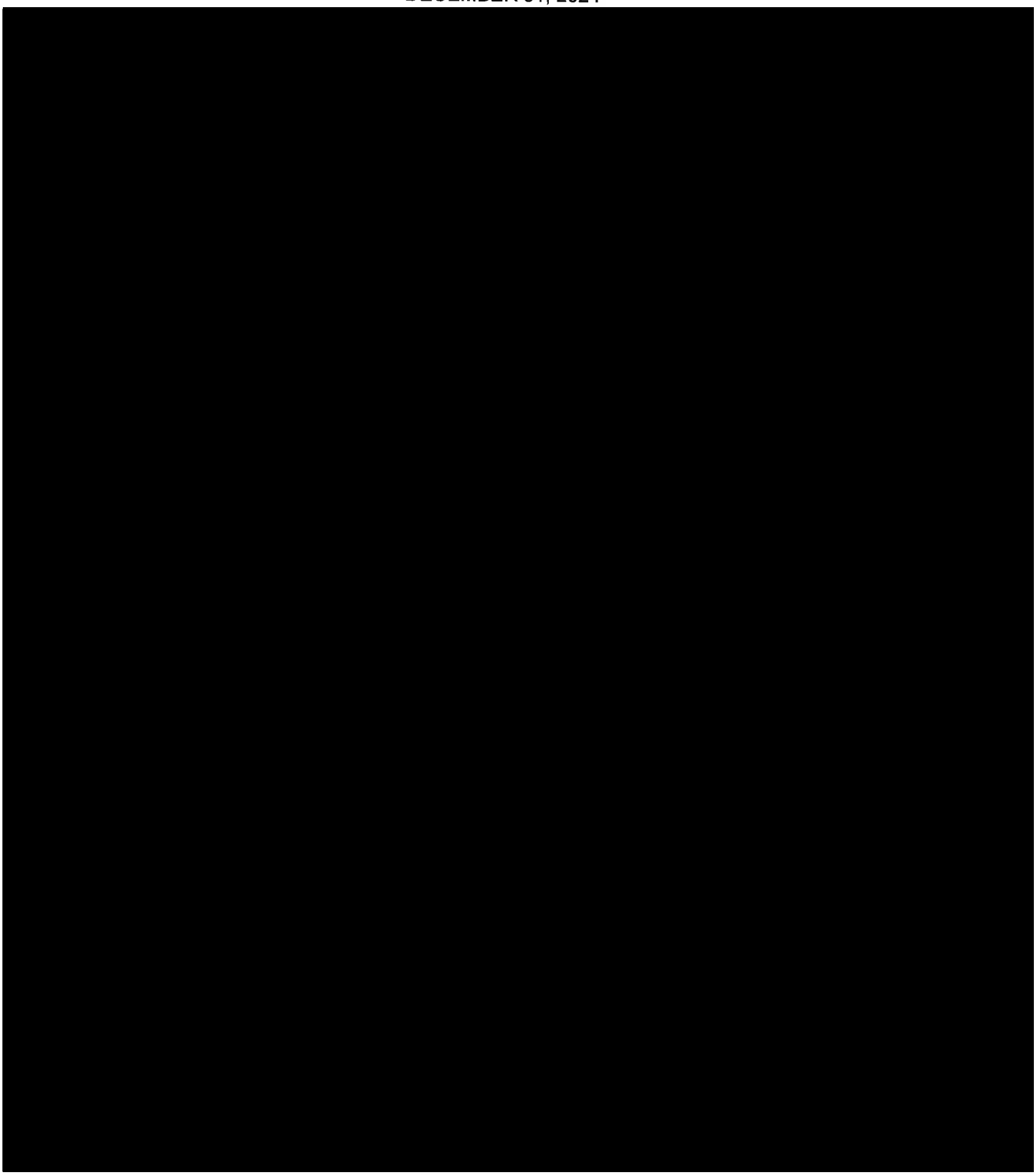
POSILLICO CIVIL, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2024

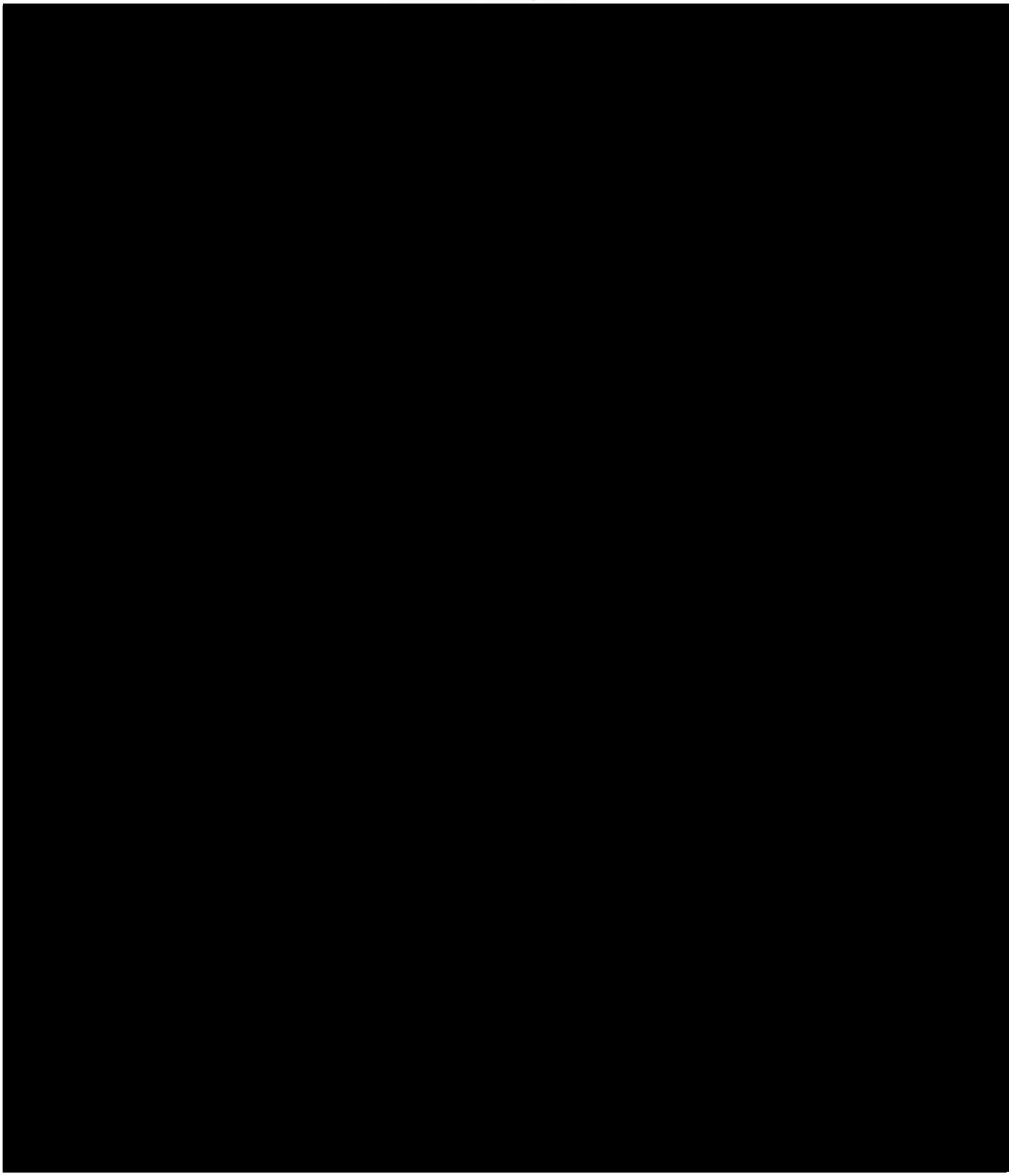


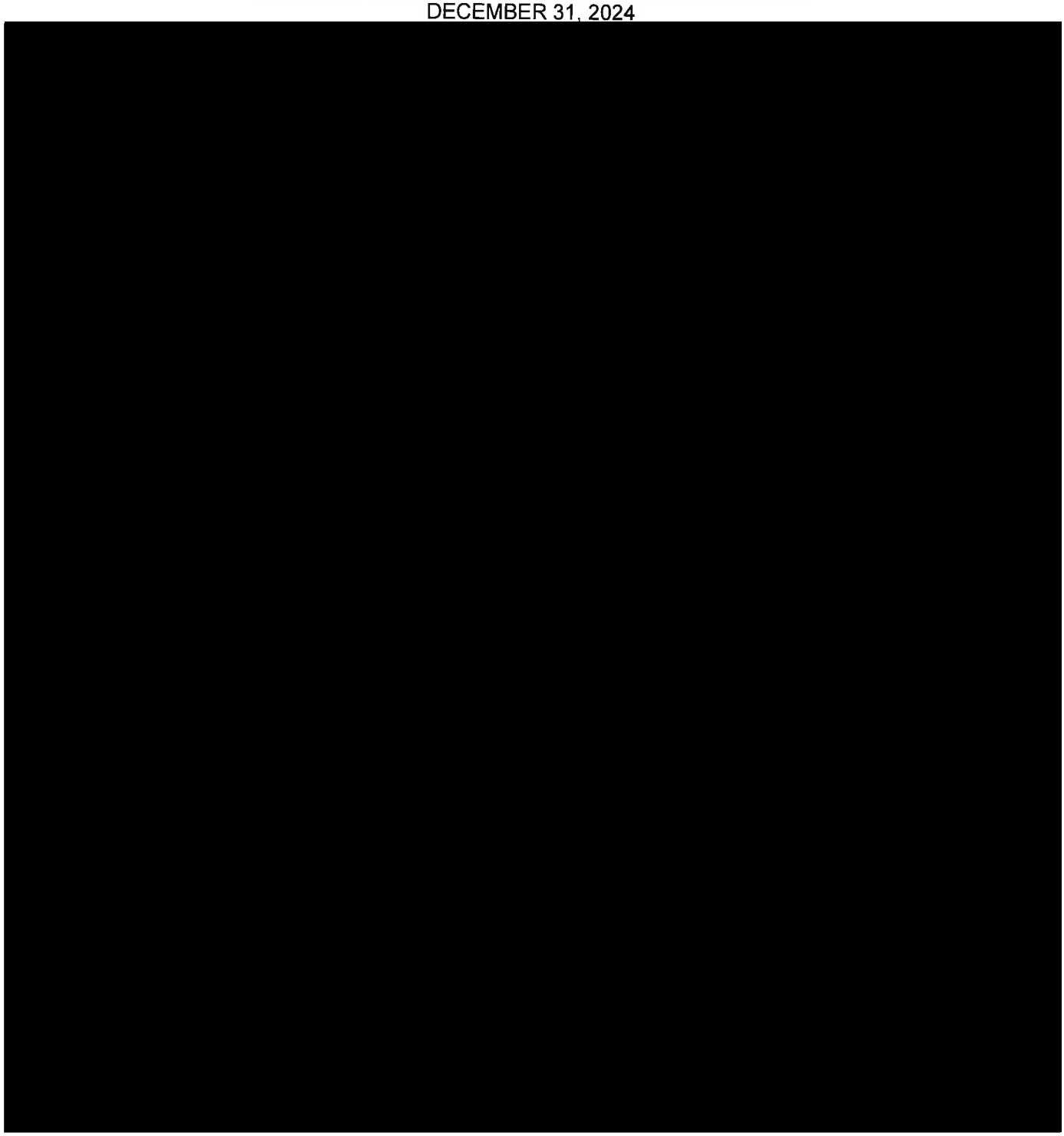
The accompanying notes are an integral part of these consolidated financial statements.

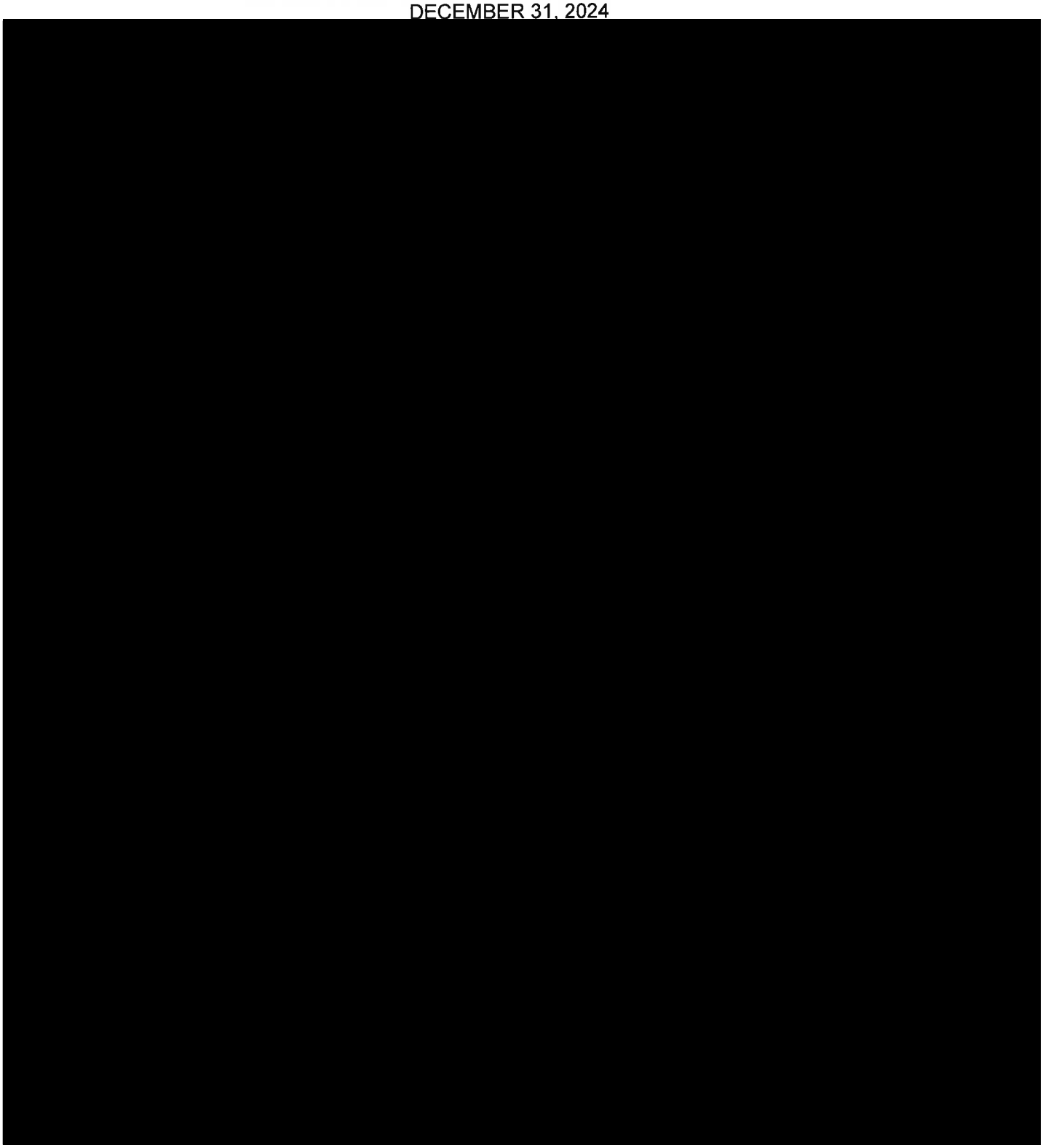


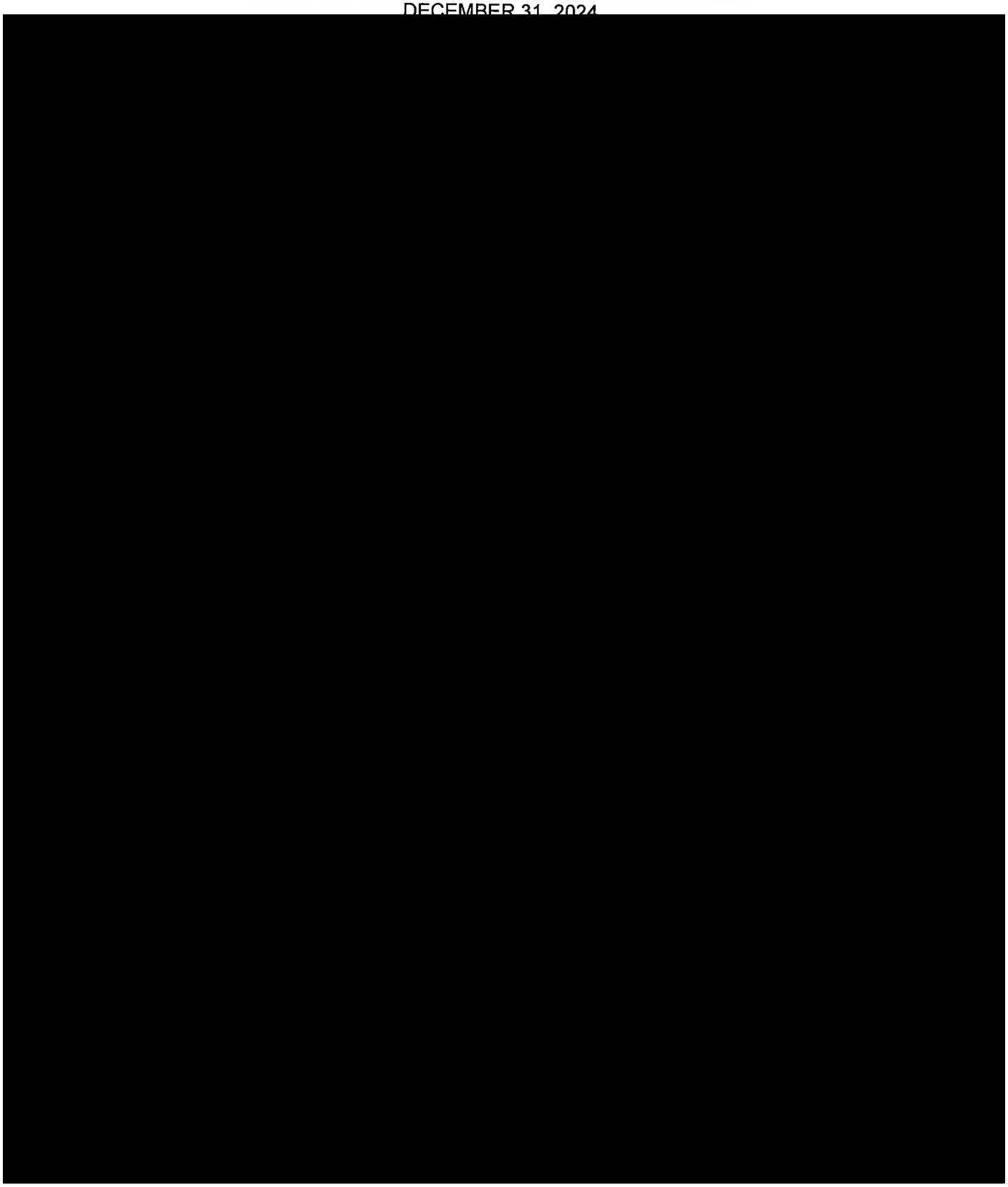


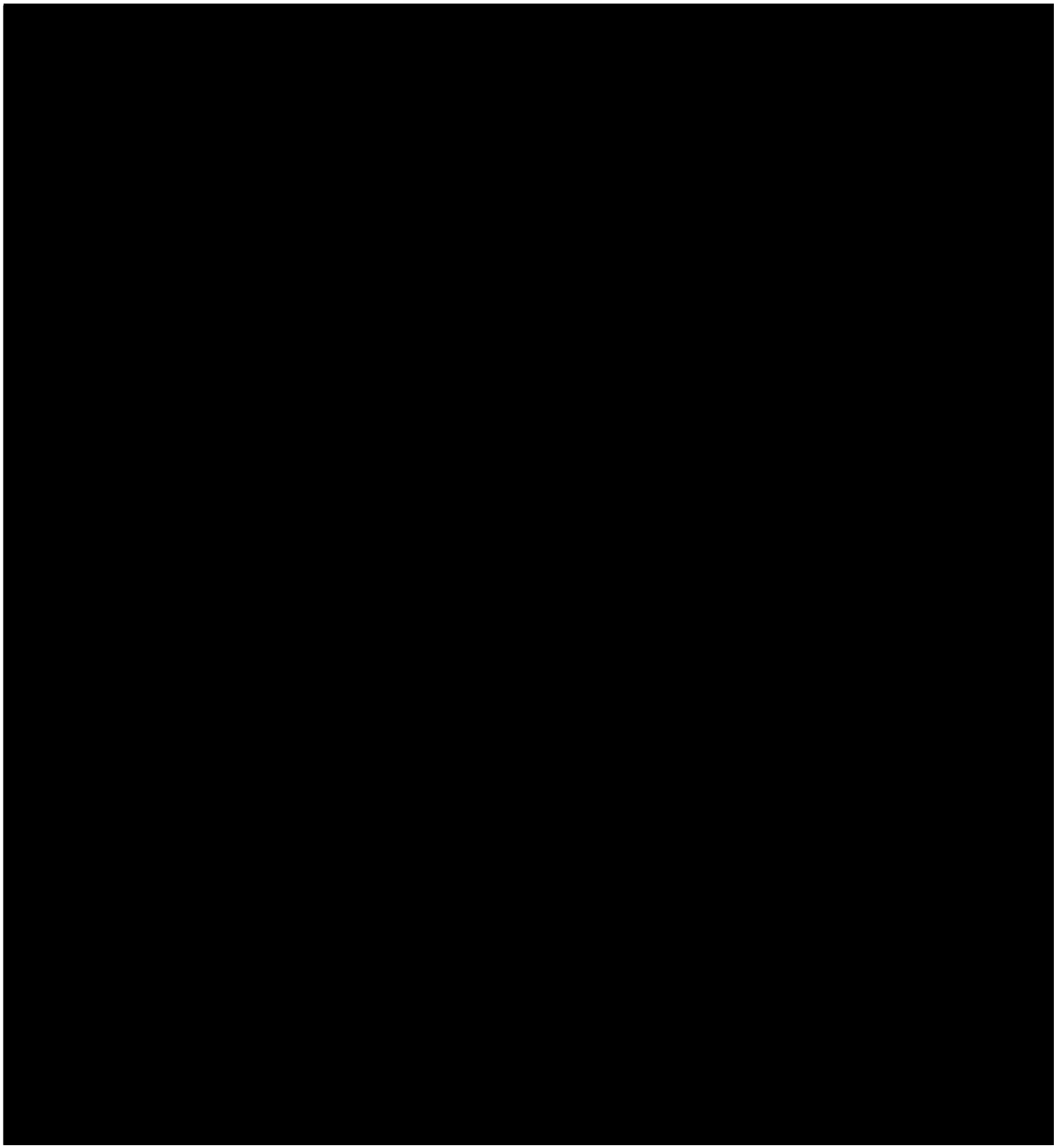


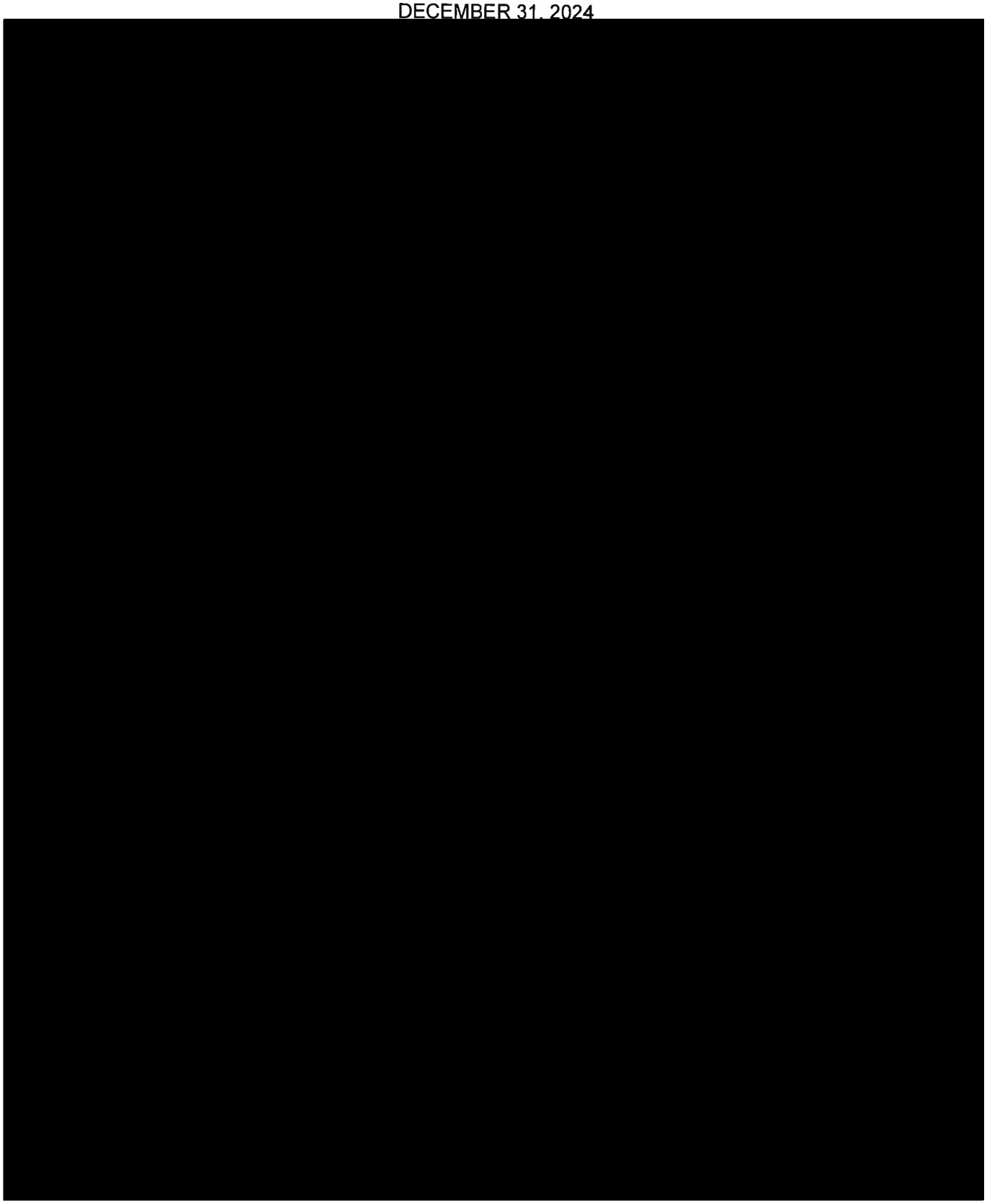


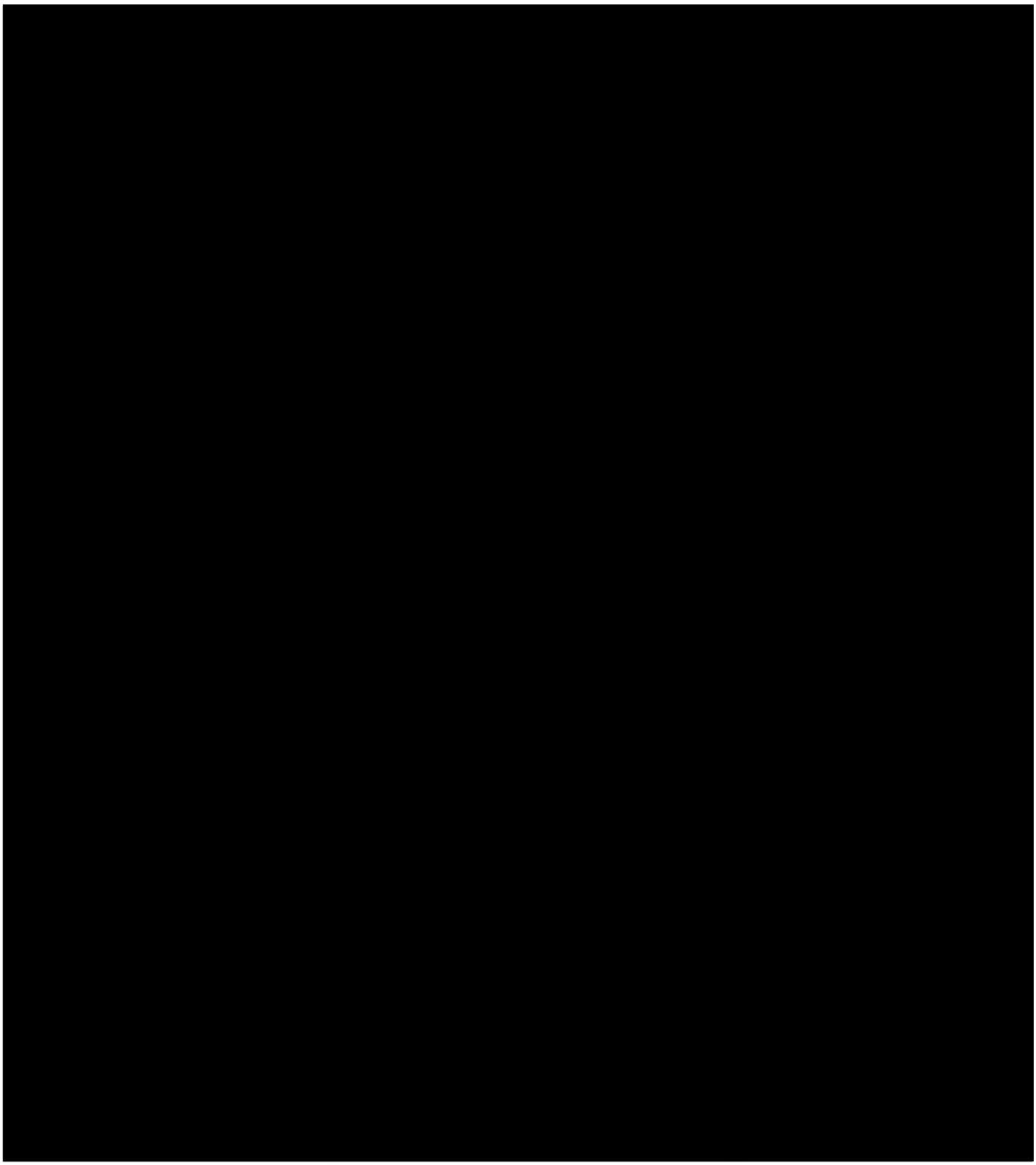


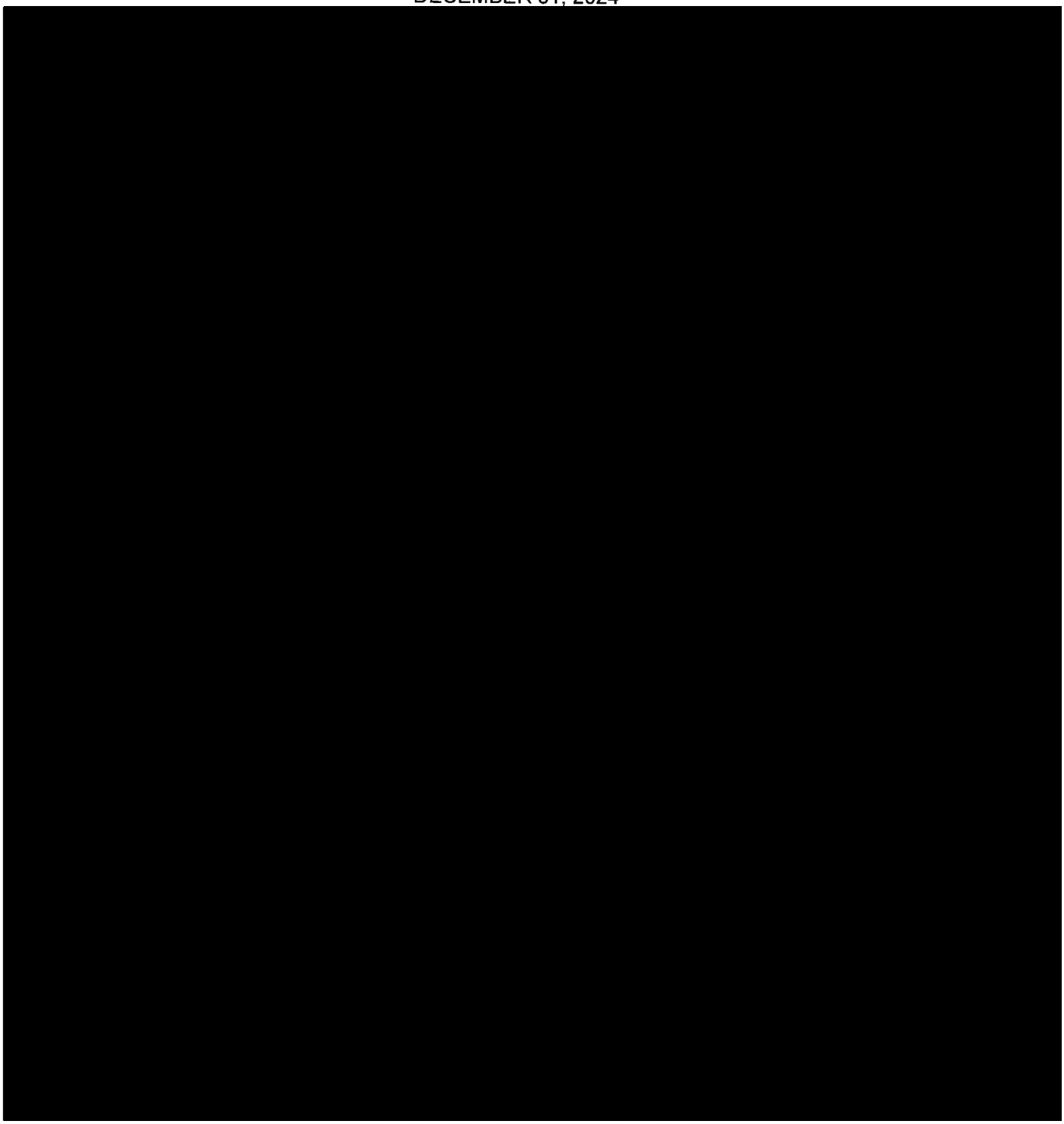


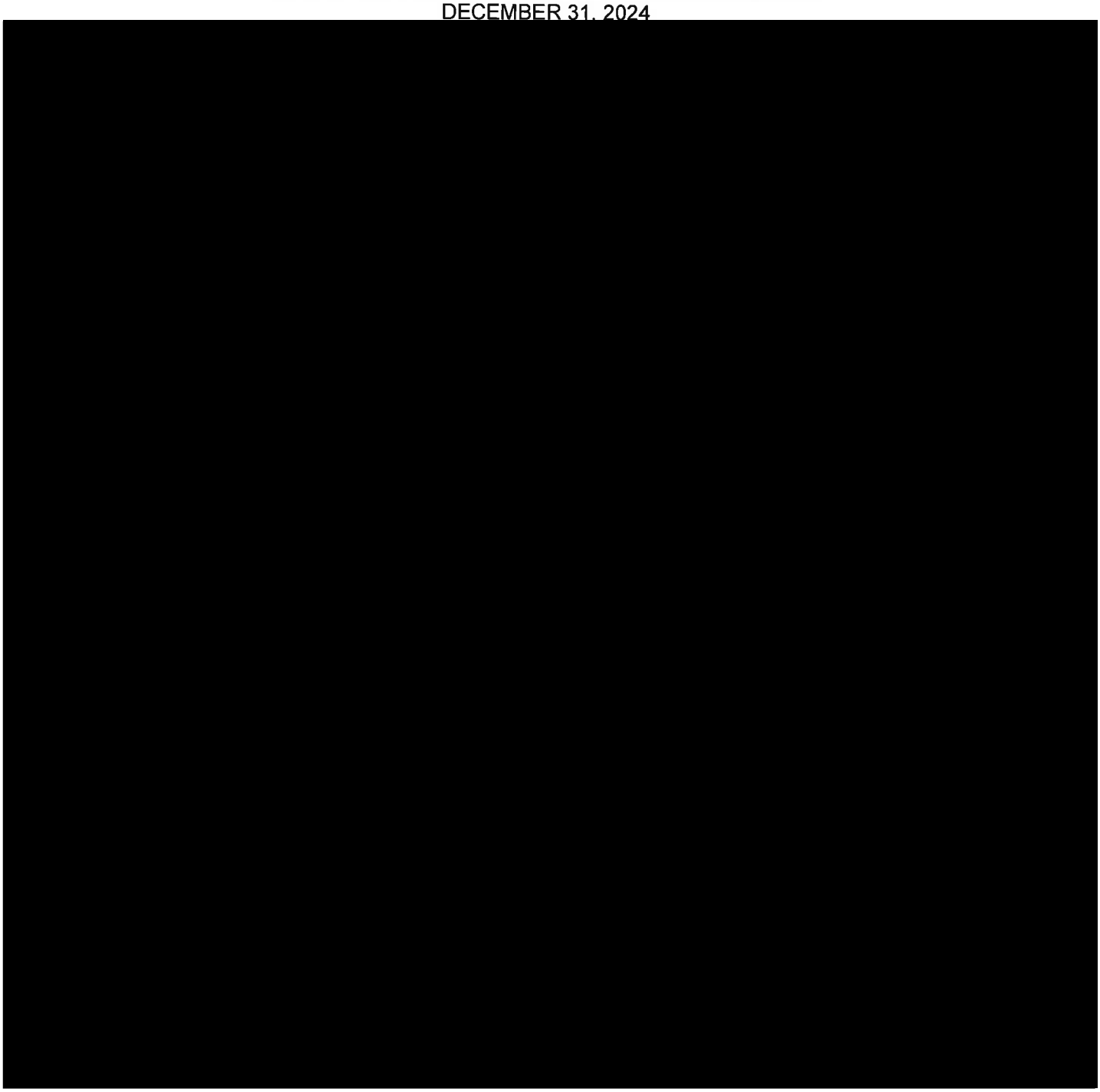


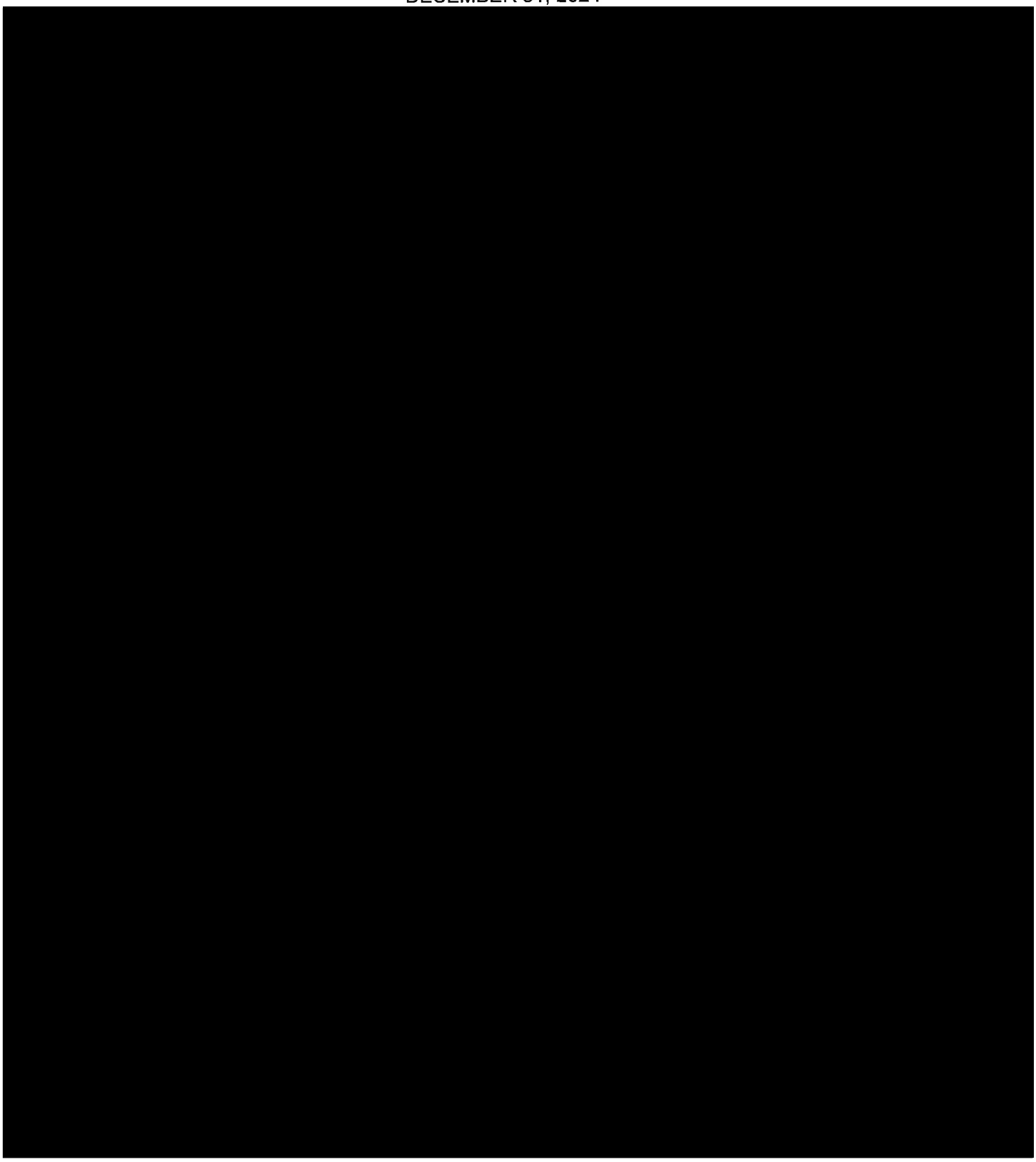


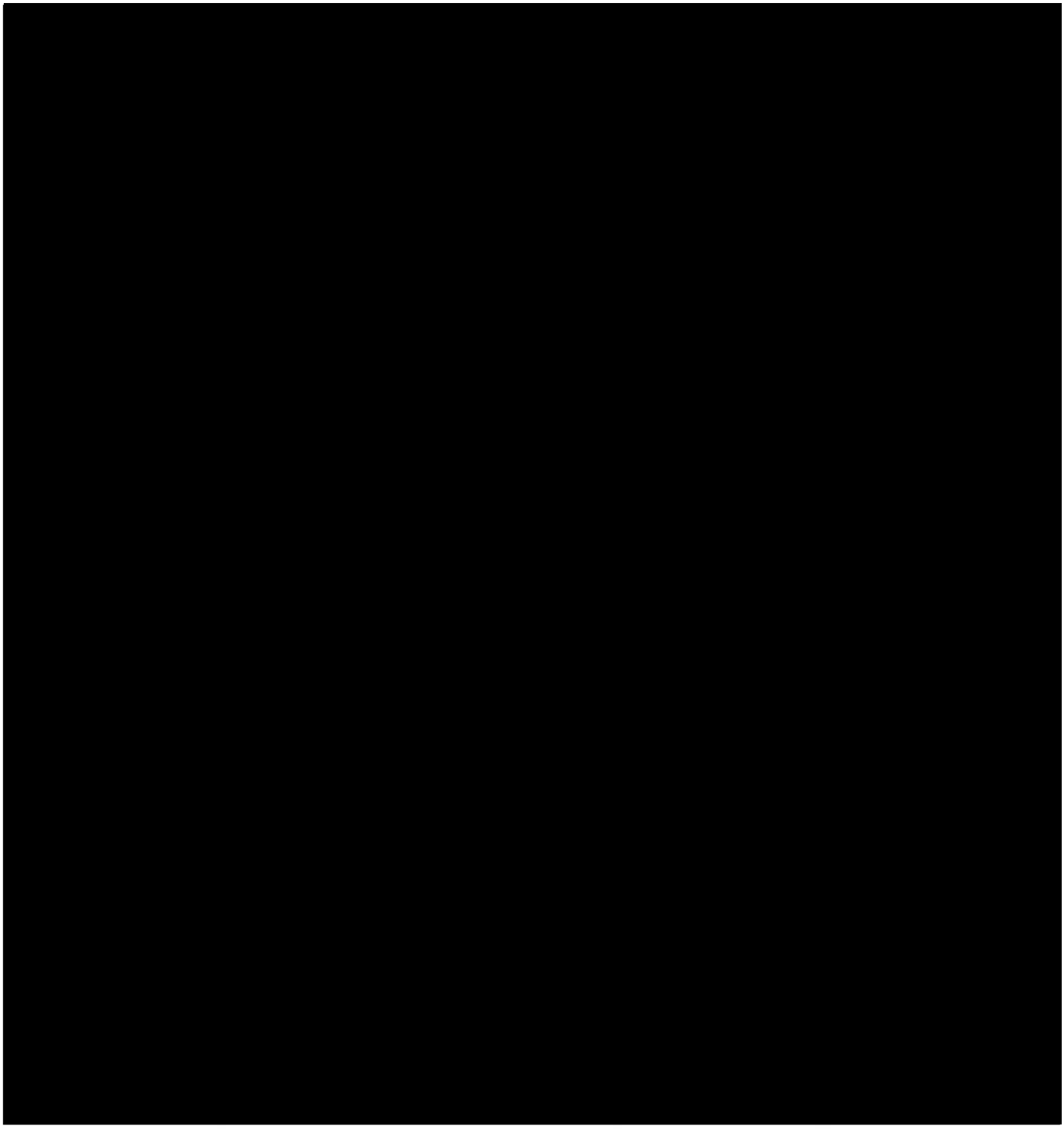


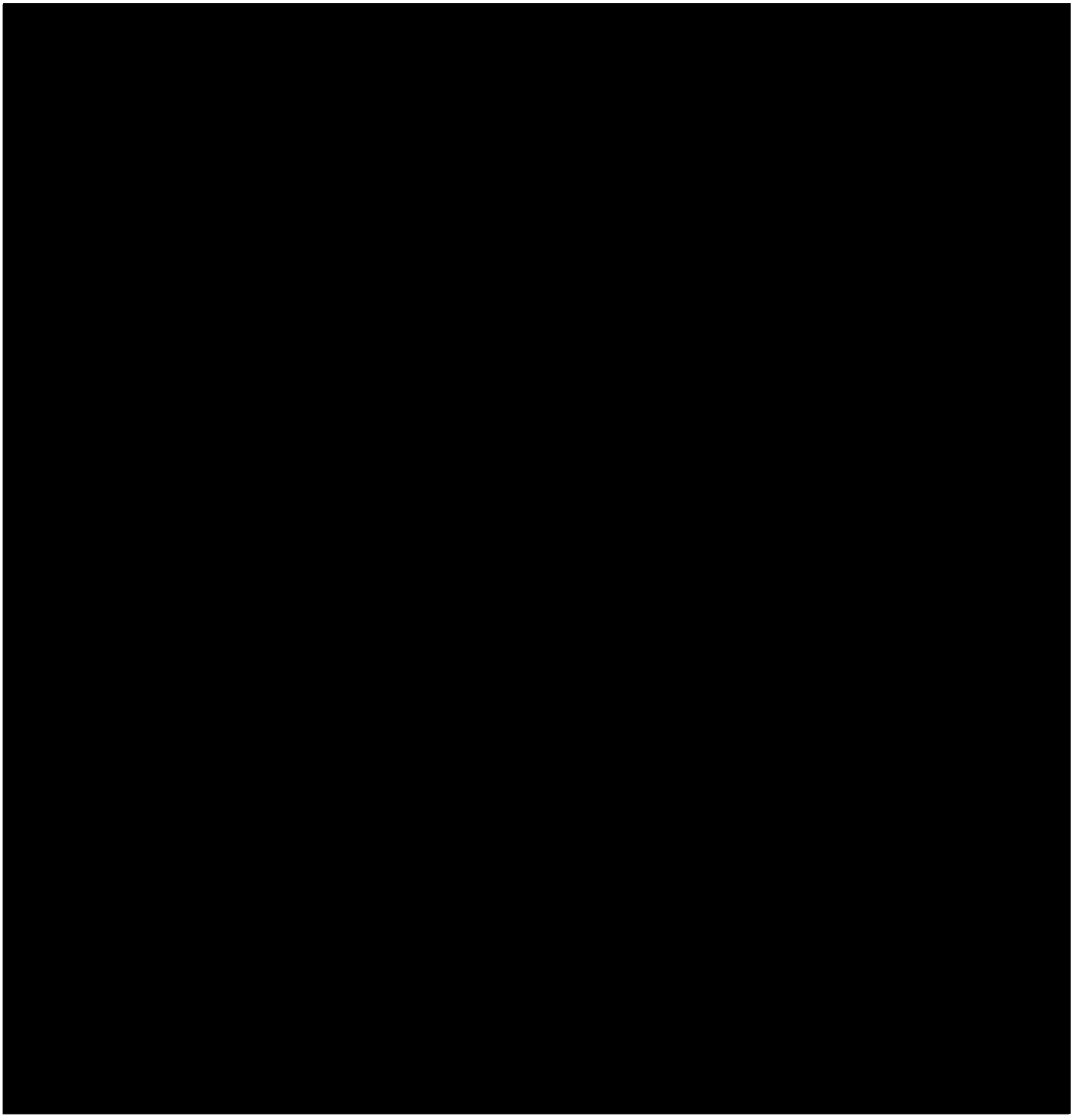


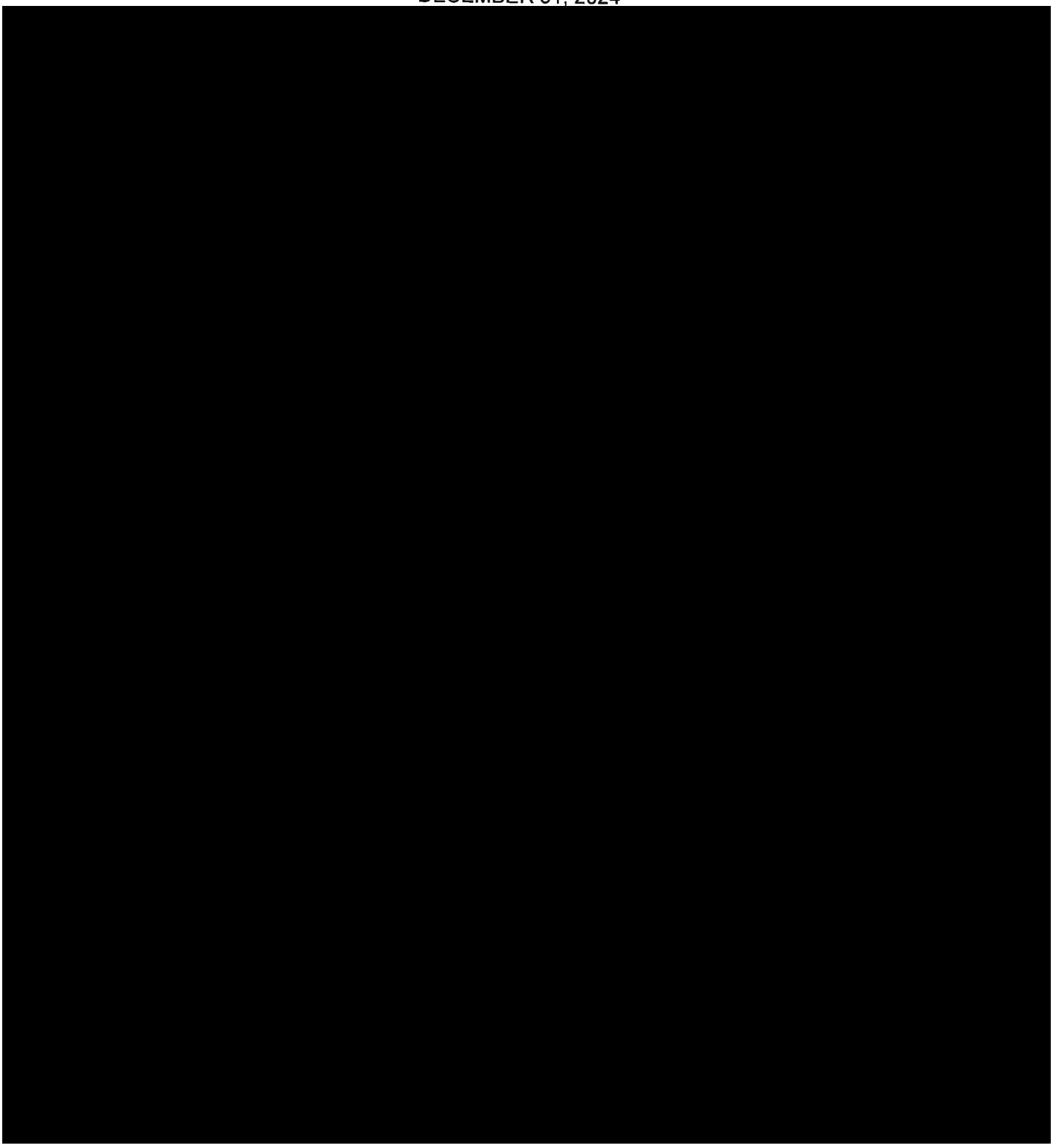


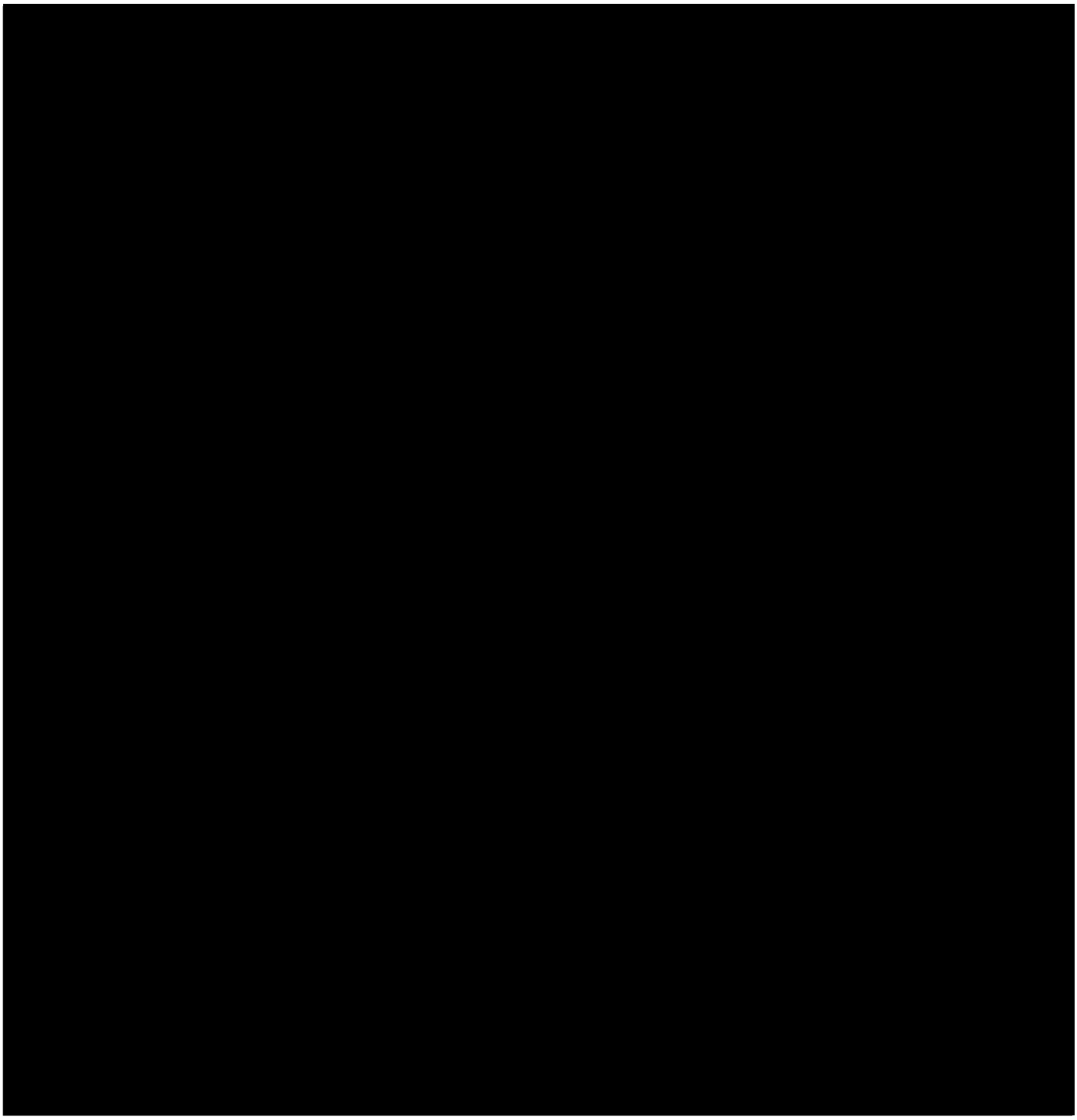




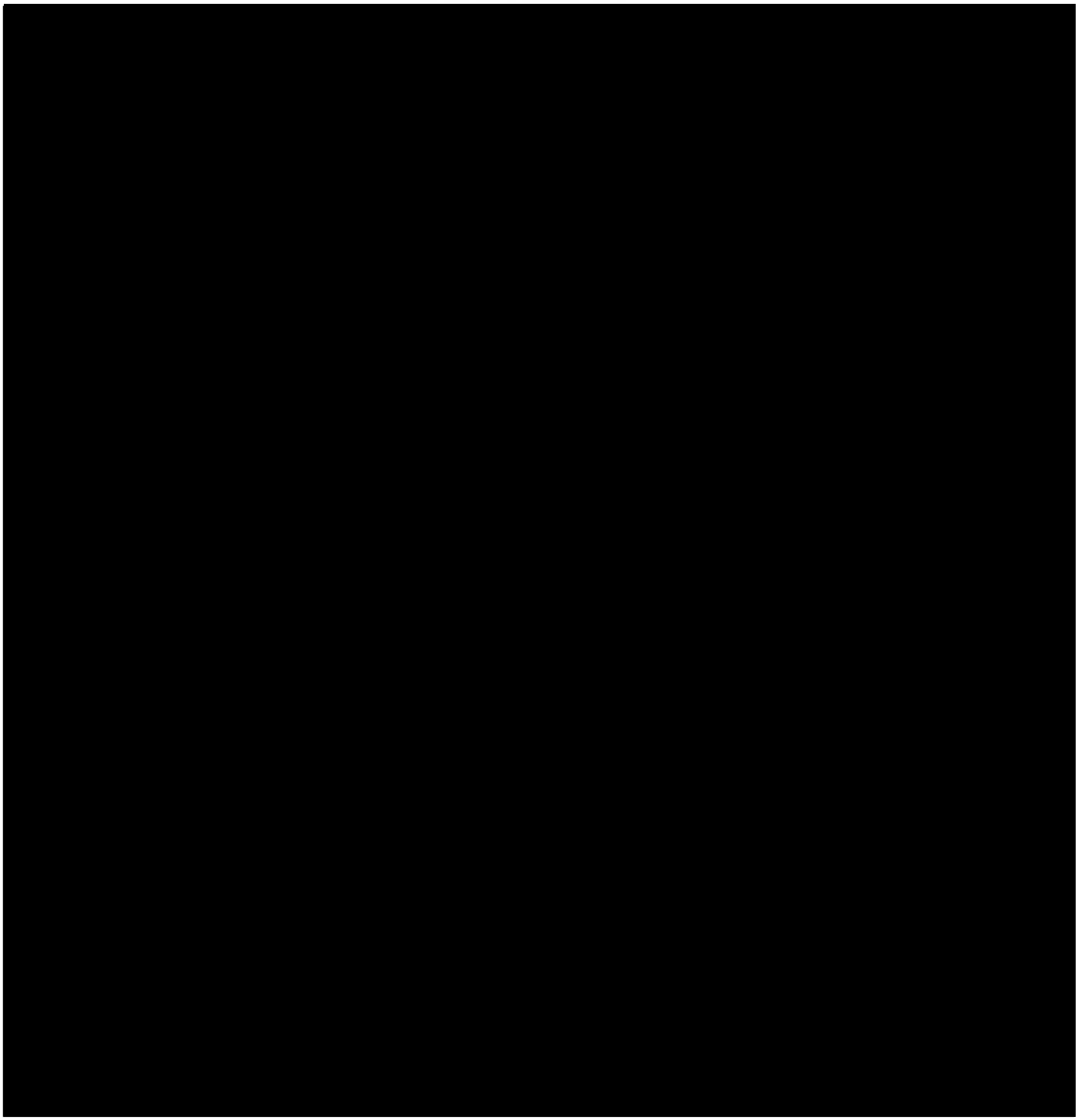


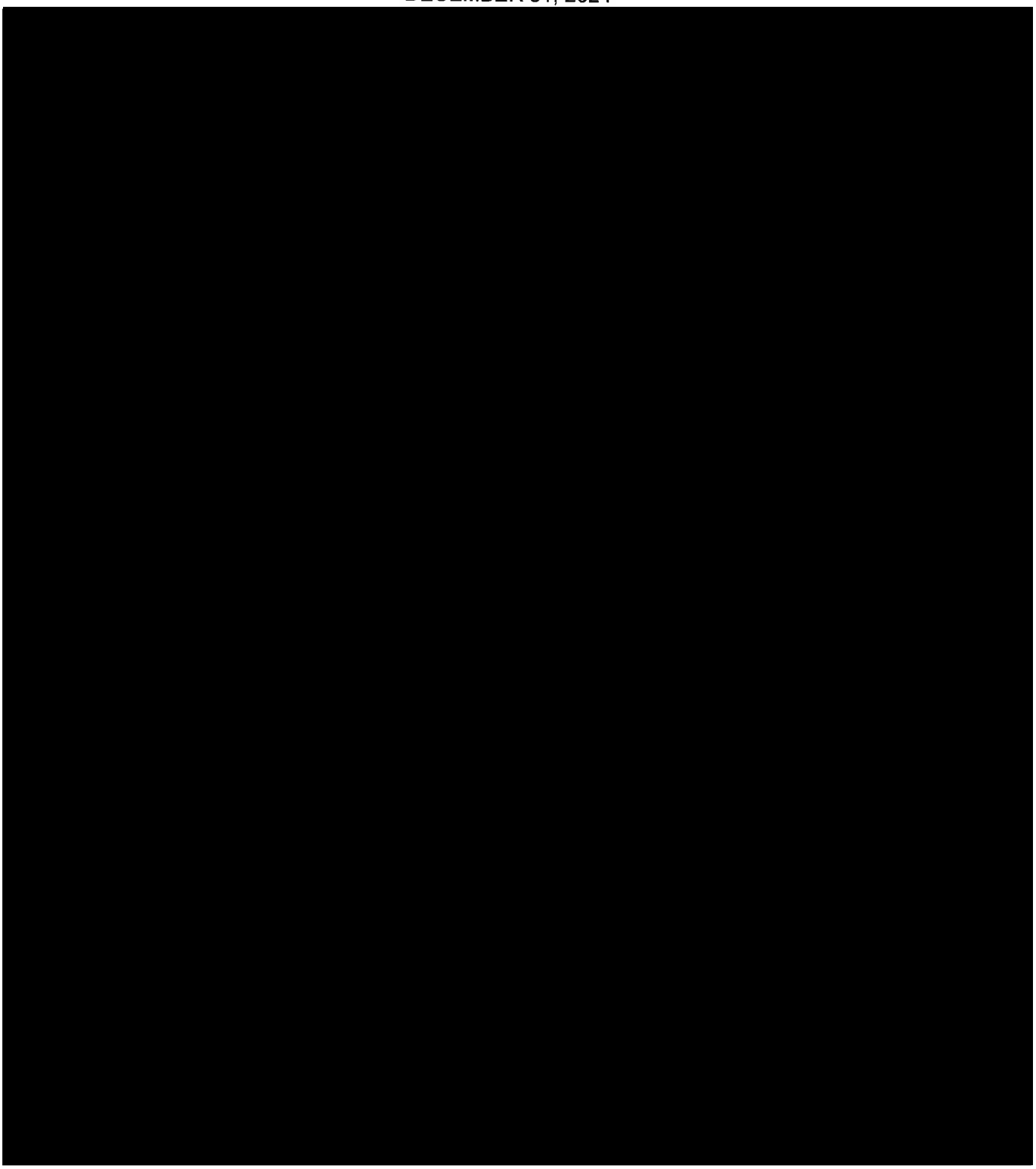


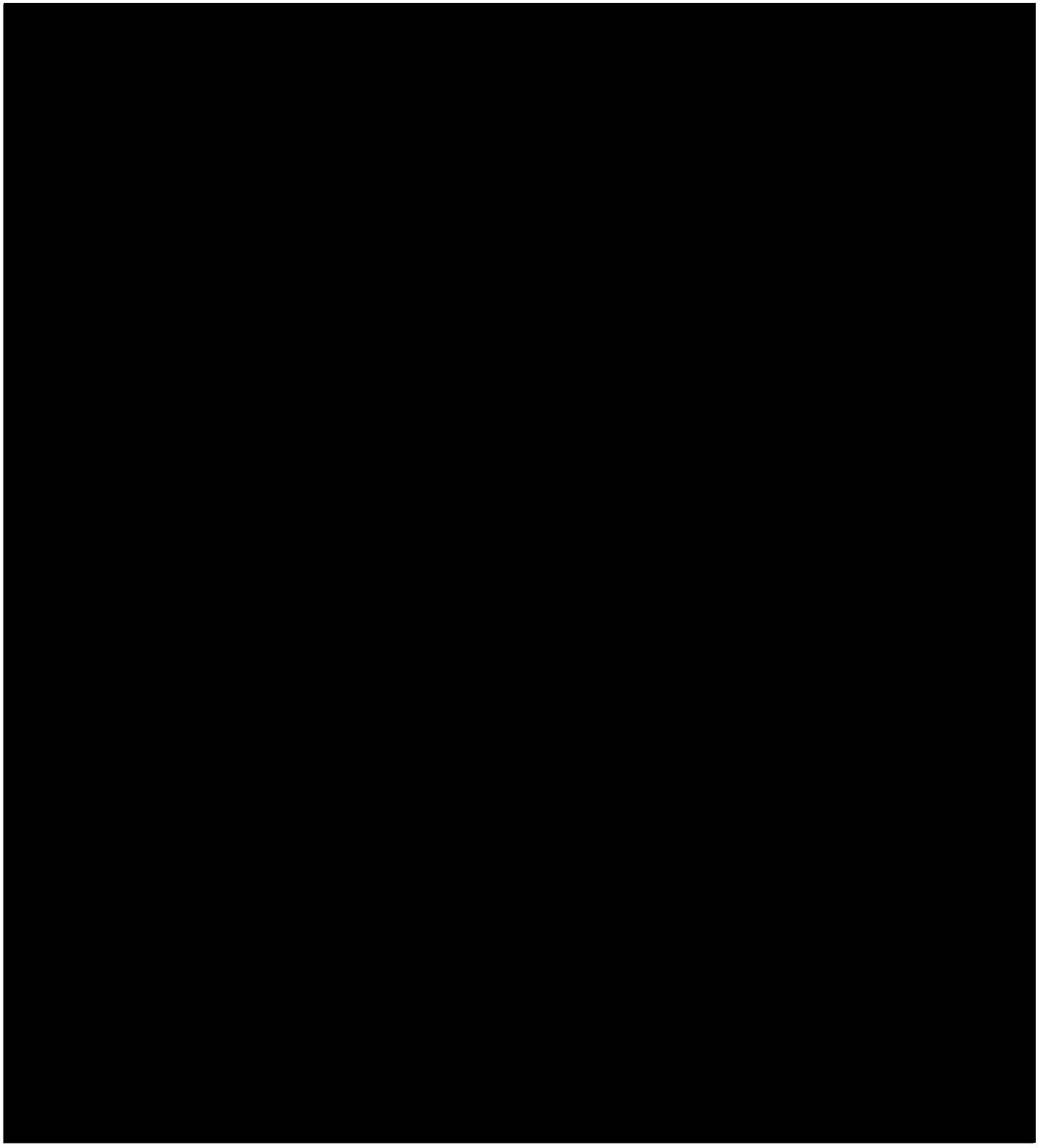




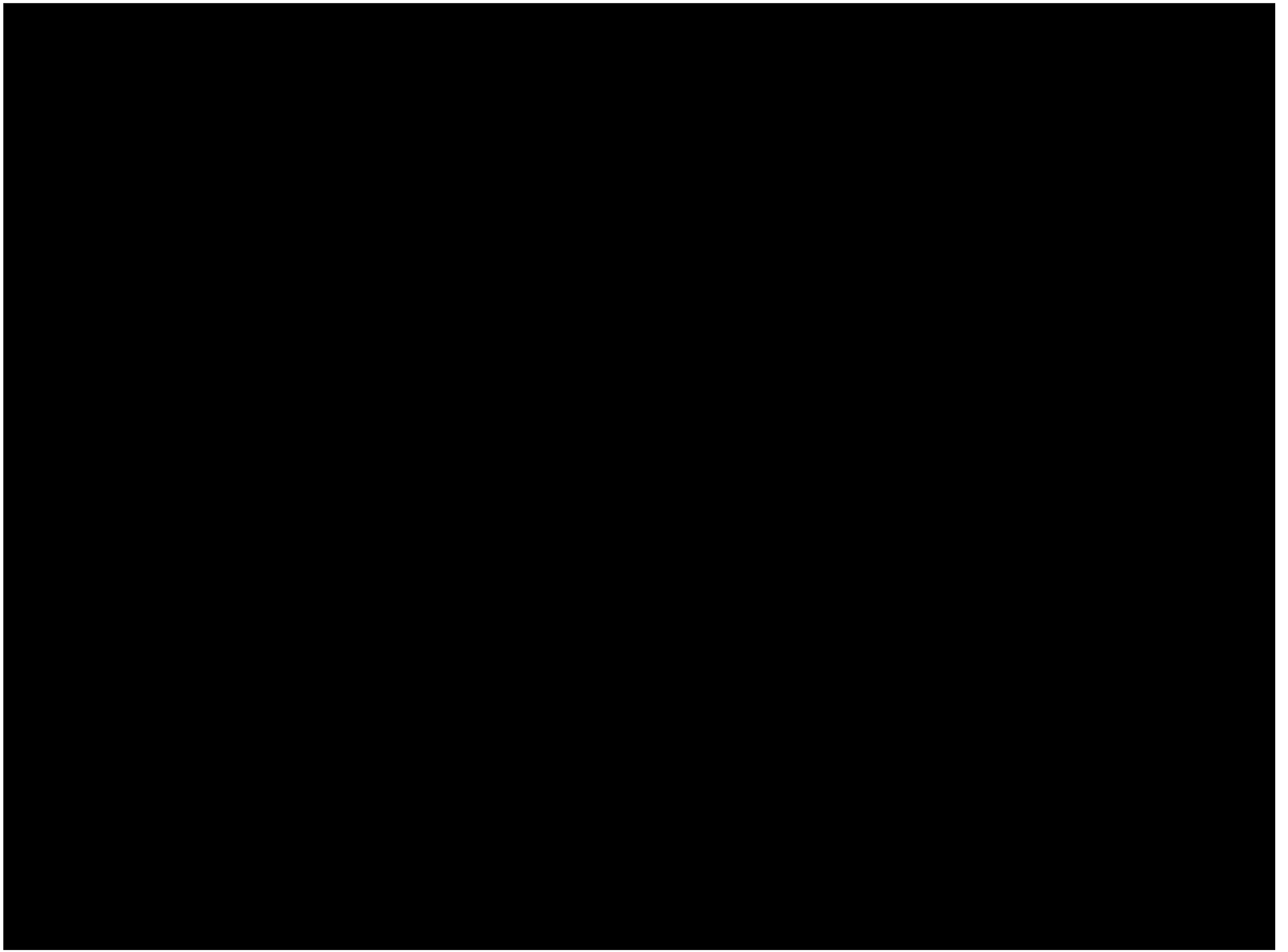
[redacted]

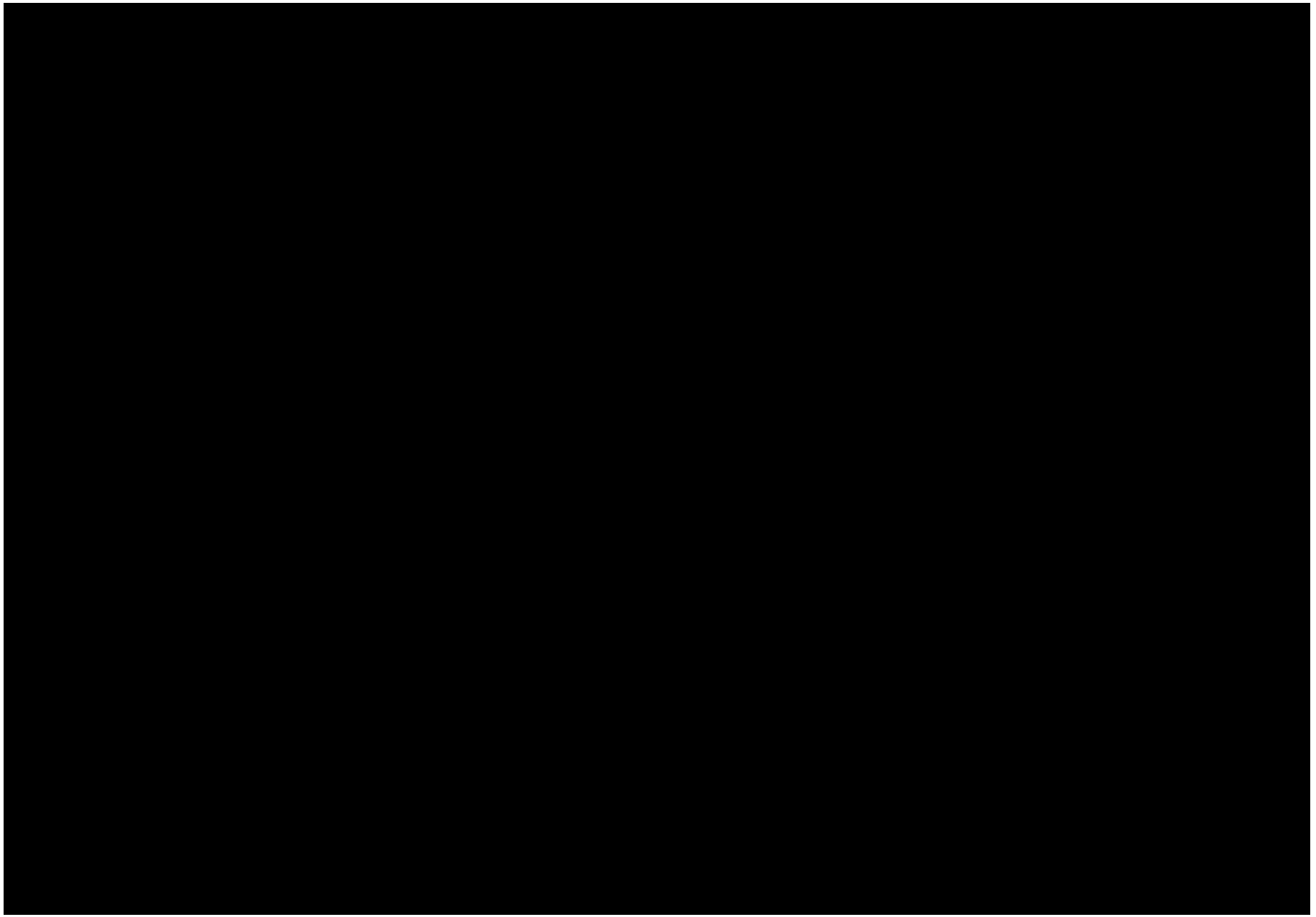


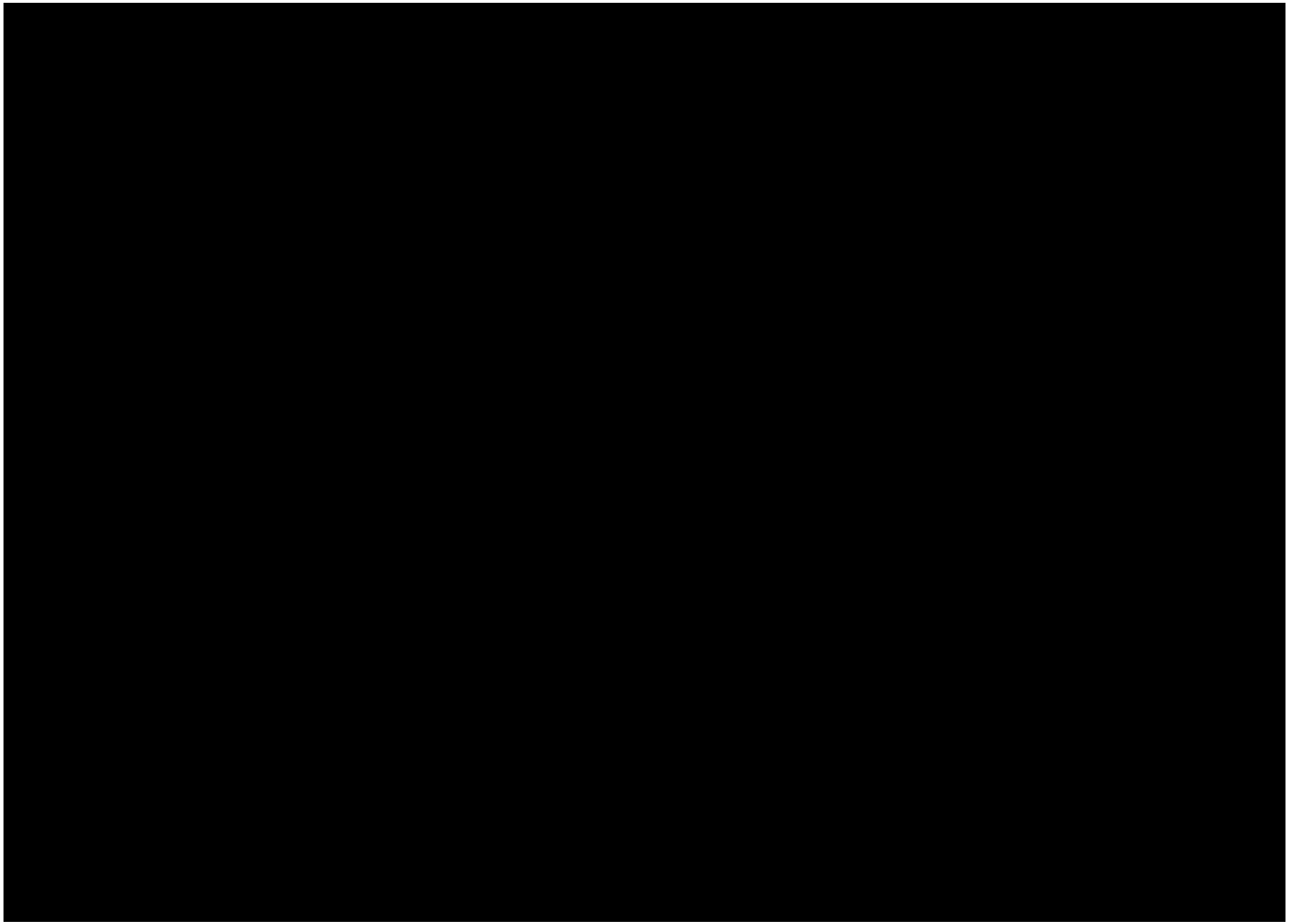


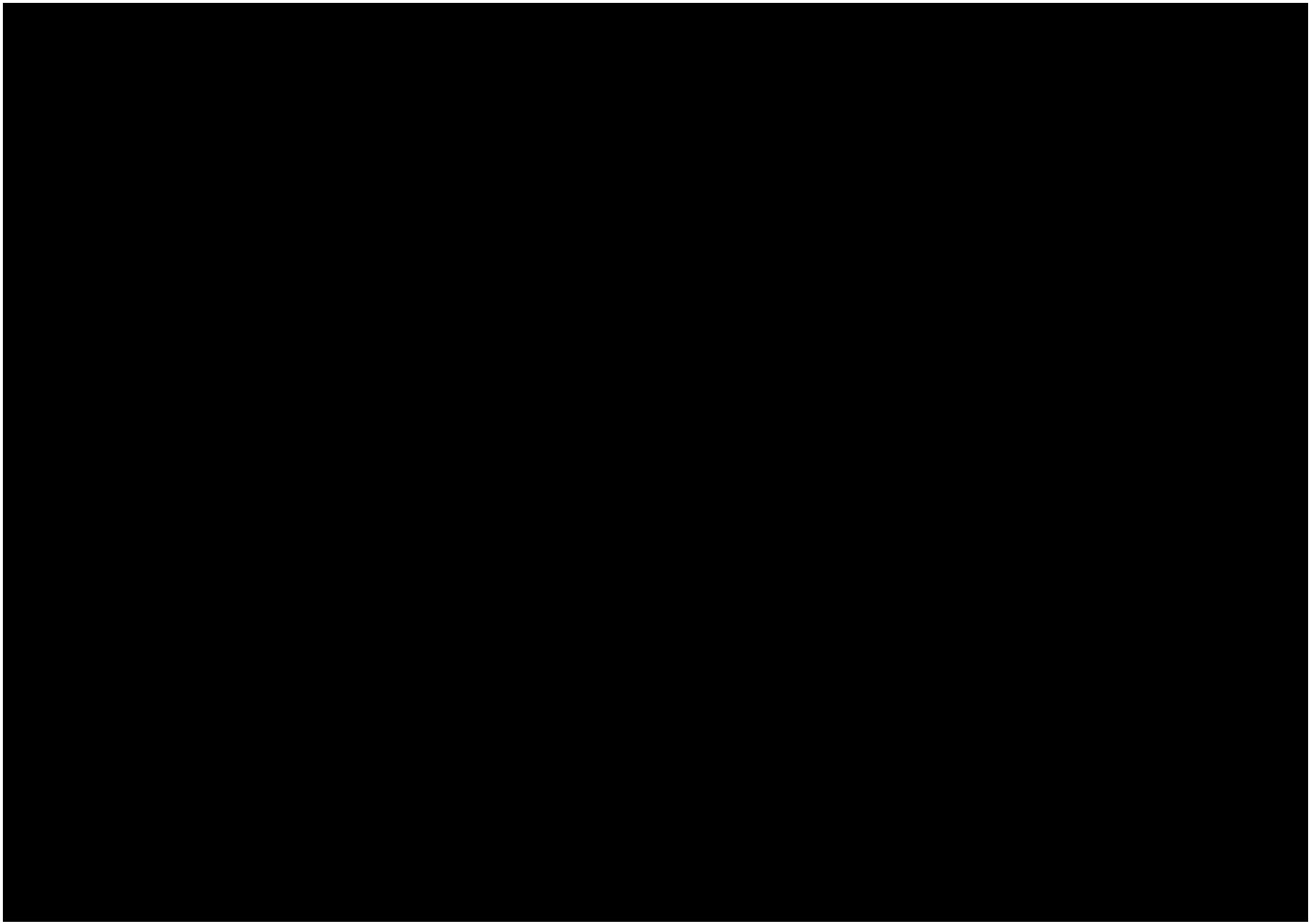


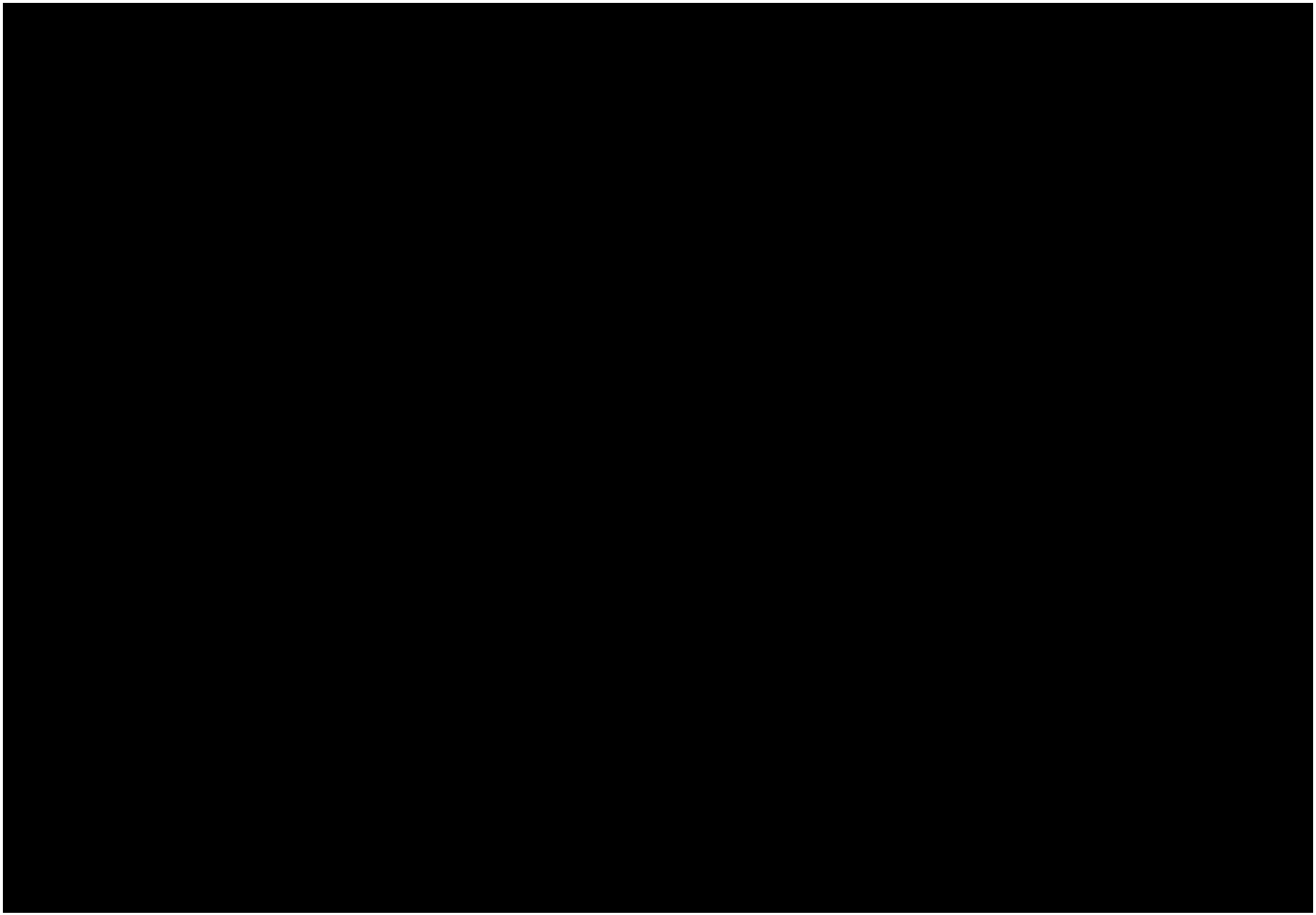
ENTITY NAME	Partners	Ownership Percentage	Managing Partner's Address
[redacted]			

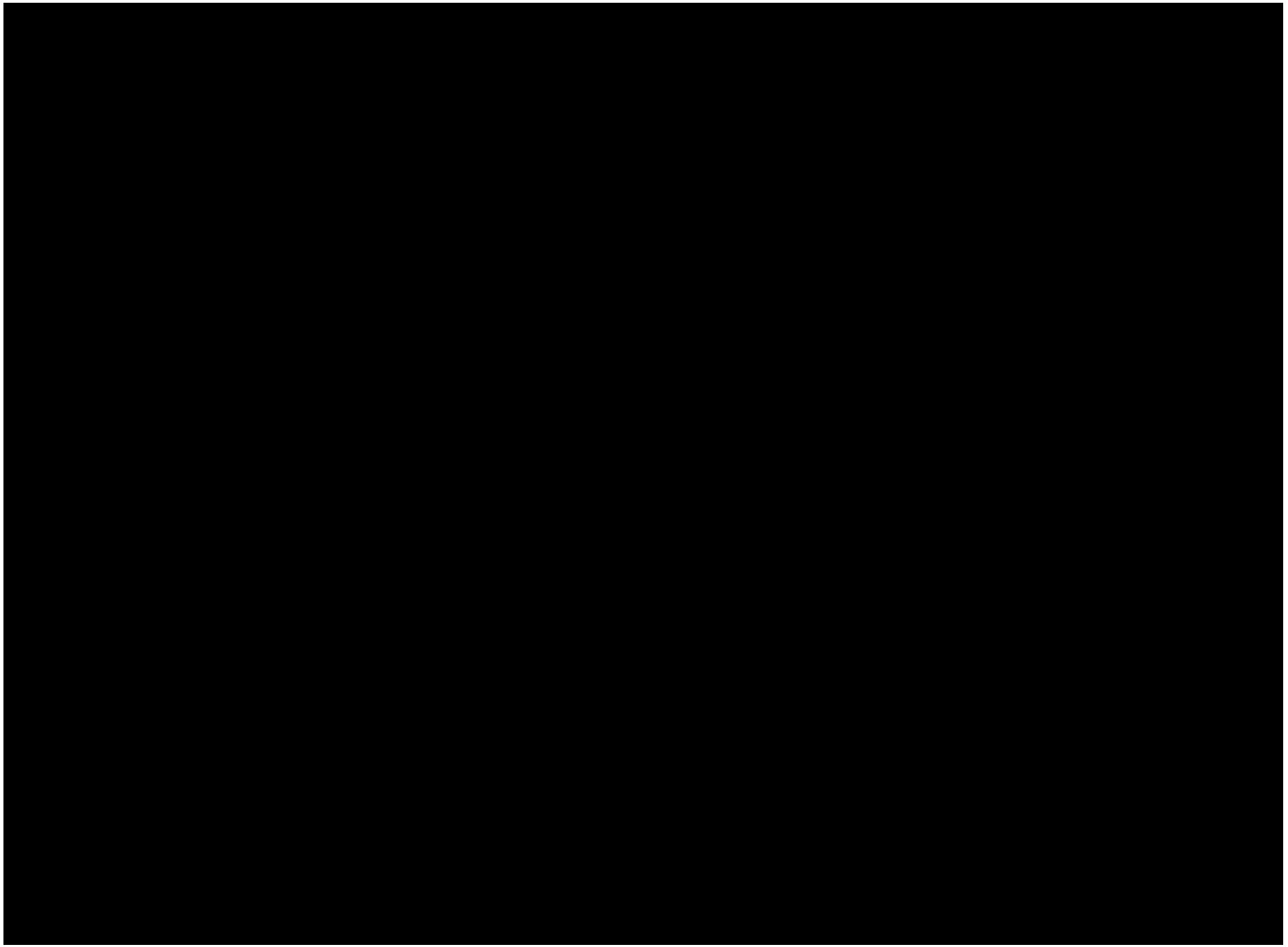


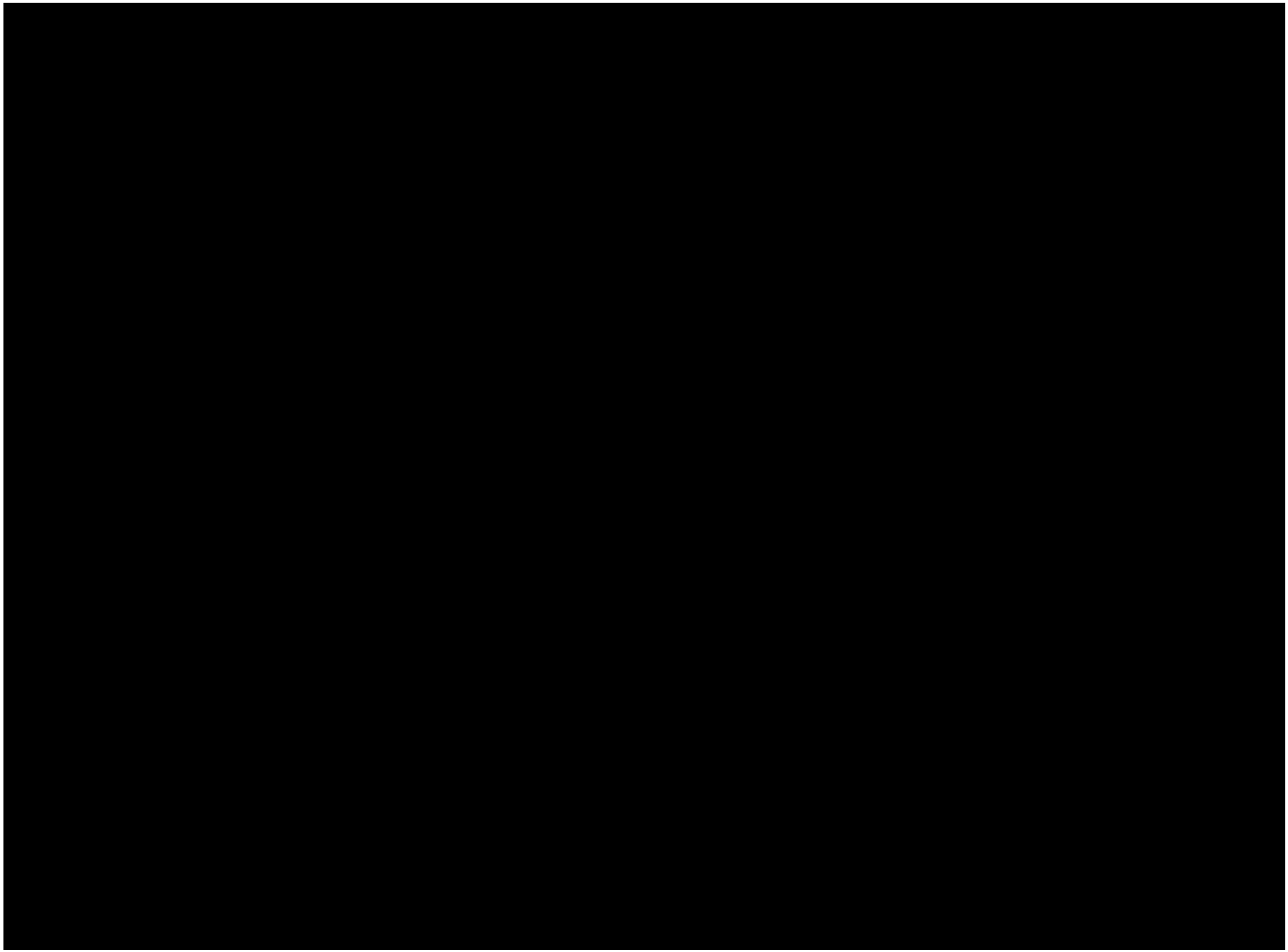


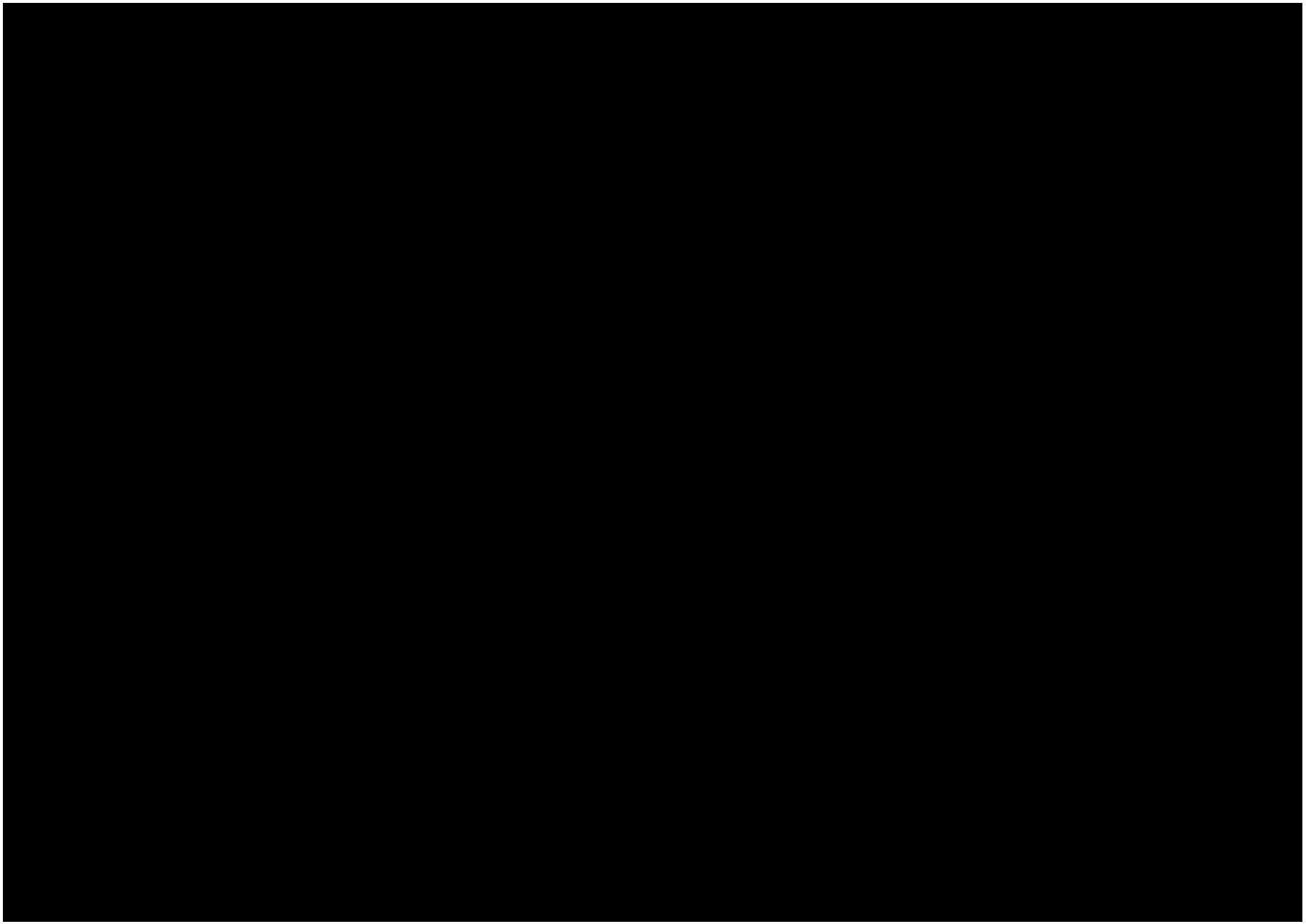


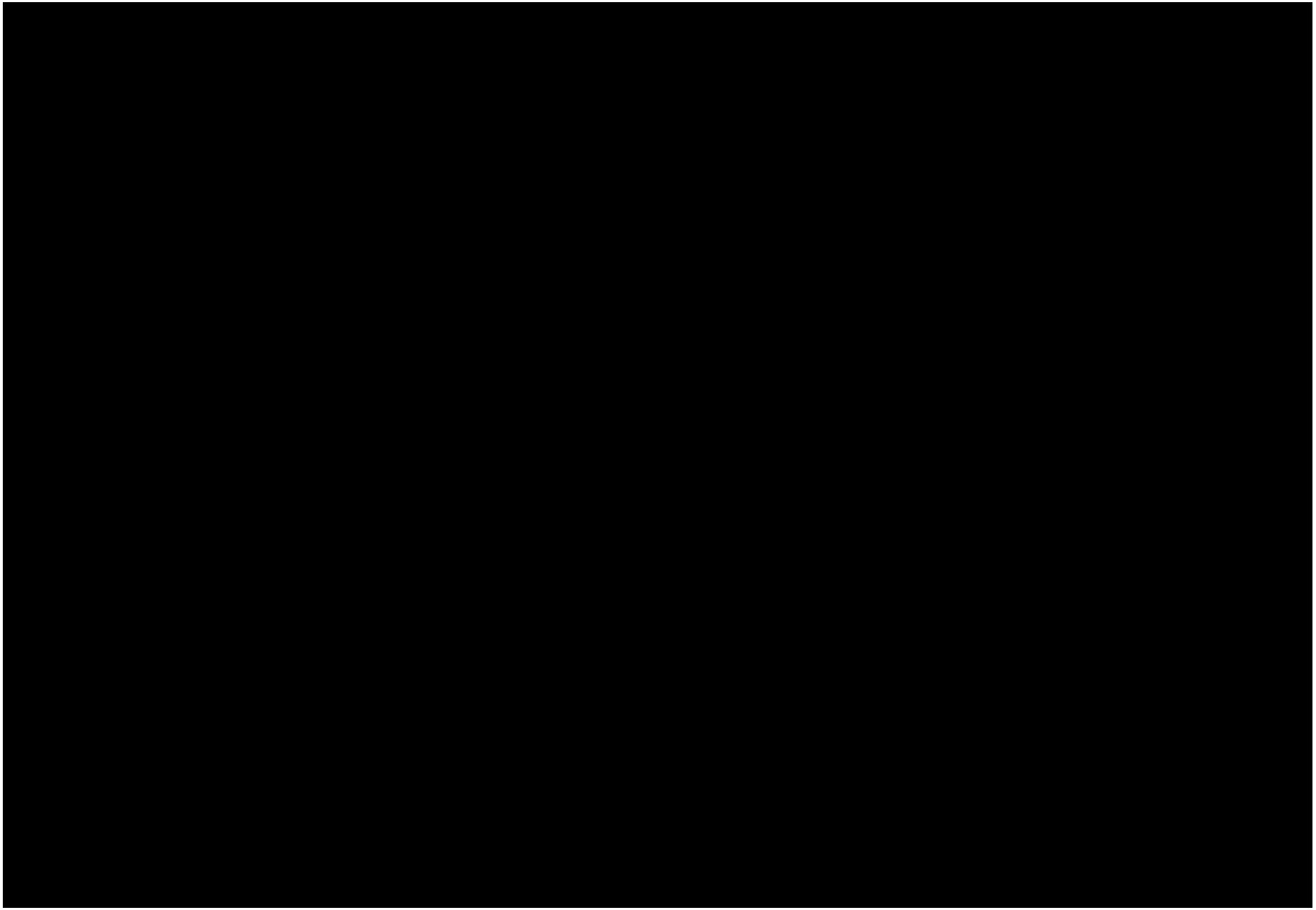












Contract	Job Name
08606	Texas Facilities Com DB 1.7 Miles Border
08612	NYS DOT D264638 Mill Overlay
08618	NYS DOT D264697 RT 109 Pavement
08672	MTA-GFM-527 WO 024, Site Investigations
08720	Requirement Contract Road Restoration Town of Oyster Bay
08733	Town of Hempstead, PW#17-23 23/24 Roadway Resurface
08452	Pump Station Mitigation East Ave Ejector Stations
08575	NYSDOT D264531 Meadowbrook State Pkwy
08715	Town of Hempstead 2023 Paving
08550	NCDPW H 61587-48G Middle Neck Road
08611	NCDPW - H61587-PR7 Priority Rsf. Of Various Roads
08719	Town of Huntington 2023 Paving
08734	North Hempstead 2023 Paving
08071	NCDPW H61587-51 GR Rsf. Var Cnty Rds PH51
08080	NYSDOT - D263713 Rsf., Rt. 27 Islip
08181	NCDPW- Rsf. Var. cnty rds - Phase 56 PIN 0760.58
08240	NCDPW- H61587-77G Rsf. Various County Rds
08466	NYSDOT - D264187 Resurfacing Various Locations
08355	SCDPW- Rsf. CR13 Crooked Hill Rd. smithtown
08377	NCDPW-H61587-PR3 Resufacing
08482	NCDPW H61587-66G Resurfacing Various County Roads
08541	NYSDOT D264450 Surface Treatment Brookhaven
08531	NCDPW H61587-67G Resurfacing Various Roads
08546	LI MacArthur Airport Taxiway S Rehabilitation
08547	LI MacArthur Airport Runway 15R-33L
08548	Town of North Hempstead -2021 Paving
08615	Town of Hempstead PW #15-20 2021
08626	Town of Hunt. - HWY 2022-01 Townwide Req
08664	Town of North Hempstead, 2022 Paving

Job #	Job Name
08493	NCDPW - S35121 Raw Sewage Pumping
08725	NYSDOT D265018 Bridge Rehab, Town of Hempstead
08728	NCDPW S35109-01S Long Beach Force Main
08747	NYSDOT D900057 - DB Svc Rehab 7 Grand Central
08753	TXDOT - Cameron County Rehab Roadway CRCP
08754	TXDOT - Montgomery County Intersection
08775	TxDOT- CSJ 0327-05-041-Kenedy County - US 77
08777	D265130 Route 27, Median Barrier Replacement
08783	NYSDOT D265147 Priority Surface Treatment Various Locations
08787	2024 Roadway Pavement Reconstruction PW#7-24
08791	City of Laredo Zacate Sanitary Sewer Tunnel
08812	NYSDOT D265280 Culvert Replacement - T/Babylon, V/Amityville

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Larry Gillman
Date of birth: [redacted]
Home address: [redacted]

City:	[redacted]	State/Province/ Territory:	[redacted]	Zip/Postal Code:	[redacted]
Country:	US				

Business Address: 1750 new highway

City:	farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Telephone:	6313905795				

Other present address(es):

City:	dix hills	State/Province/ Territory:	NY	Zip/Postal Code:	11746
Country:	US				
Telephone:	9176811995				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type: Chief Operating Officer
Description:
Start Date: 01/10/2022

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Larry Gillman , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Larry Gillman , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Posillico Civil, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
SVP/COO - Larry Gillman LGILLMAN@POSILLICOINC.COM

SVP/COO

Title

01/12/2026 10:23:33 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Richard Nota
Date of birth: [redacted]
Home address: [redacted]

City:	[redacted]	State/Province/ Territory:	[redacted]	Zip/Postal Code:	[redacted]
Country:	US				

Business Address: 1750 New Highway

City:	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Telephone:	6313905722				

Other present address(es): 1750 New Highway

City:	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country:	US				
Telephone:	5164049464				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	11/06/2017
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer	11/06/2017	Partner	
Vice President			
(Other)			

Type: Treasurer
Description:
Start Date: 11/06/2017

Type: Chief Financial Officer
Description:
Start Date: 11/06/2017

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
[redacted]

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Richard Nota , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Richard Nota , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Posillico Civil, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
CFO - Richard Nota RNOTA@POSILLICOINC.COM

CFO

Title

01/07/2026 01:23:45 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Posillico Civil, Inc.

Address: 1750 New Hwy

City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) S Corp.

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name	Joseph				
Last Name	Posillico				
MI	K	Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Chief Exec. Officer and President				

First Name	Lee				
Last Name	Kaplan				
MI		Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Vice President, TX Division Manager				

First Name	Charles		
Last Name	Forte		
MI	A	Suffix	Jr.

Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Vice President, Paving Division Manager				

First Name	David				
Last Name	Sposito				
MI		Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Vice President, NYC Division Manager				

First Name	Larry				
Last Name	Gillman				
MI		Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Chief Operating Officer, SVP				

First Name	William				
Last Name	Lepage				
MI		Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Vice President, Director Health & Safety				

First Name	Robert				
Last Name	Reifenheiser				
MI		Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735

Country	US				
Position	Vice President, Utility Division				

First Name	Paul				
Last Name	Huffer				
MI		Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Vice President, LI Civil Division				

First Name	Michael				
Last Name	Posillico				
MI	J	Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Secretary				

First Name	Michael				
Last Name	Trotta				
MI	J	Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Vice President				

First Name	Michael				
Last Name	Perciballi				
MI		Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Vice President/Environmental Division Mangaer				

First Name	Anthony				
Last Name	Evangelista				
MI	C	Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Sr. Vice President/Chief Engineer				

First Name	Lisa				
Last Name	Dippel				
MI		Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Vice President, Human Resources				

First Name	Fred				
Last Name	Locher				
MI	W	Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Vice President, Purchasing				

First Name	Thomas				
Last Name	Spatafora				
MI		Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Sr. Vice President, Business Development and Strategy				

First Name	Thomas

Last Name	Cassidy				
MI		Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Vice President, Business Development				

First Name	Danielle				
Last Name	Volpe				
MI		Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Vice President, General Counsel				

First Name	Alan				
Last Name	Davis				
MI		Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Vice President, Operations Support				

First Name	Richard				
Last Name	Nota				
MI		Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Treasurer, Chief Financial Officer				

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

Posillico Civil, Inc. is wholly owned by Posillico, Inc.

Joseph K. Posillico, President & CEO [redacted]
Michael J. Posillico, Secretary and EVP [redacted]
Joseph D. Posillico, III, Shareholder [redacted]

First Name	Michael				
Last Name	Posillico				
MI	J	Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Executive Vice President and Secretary				

First Name	Joseph				
Last Name	Posillico				
MI	D	Suffix	III		
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Shareholder				

First Name	Joseph				
Last Name	Posillico				
MI	K	Suffix			
Address	1750 New Highway				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Chief Exec. Officer and President				

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter “None”). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See attached, no affiliates will participate in the contract.

2 File(s) uploaded: #9 Entities.pdf, JV List.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter “None.” The term “lobbyist” means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

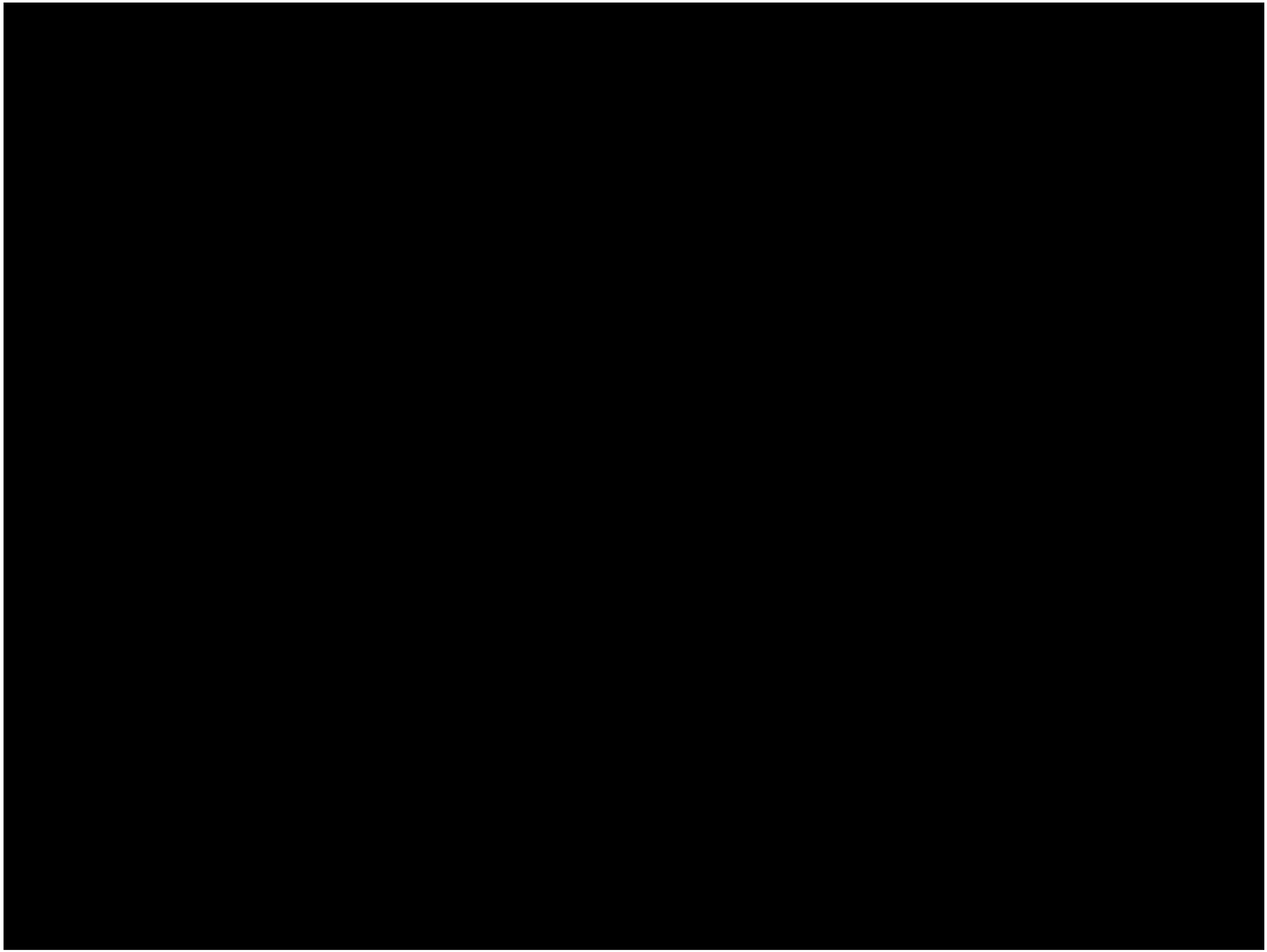
Electronically signed and certified at the date and time indicated by:
Jillian Brown [BREAKWATERQUALS@POSILLICOINC.COM]

Dated: 01/07/2026 10:17:18 am

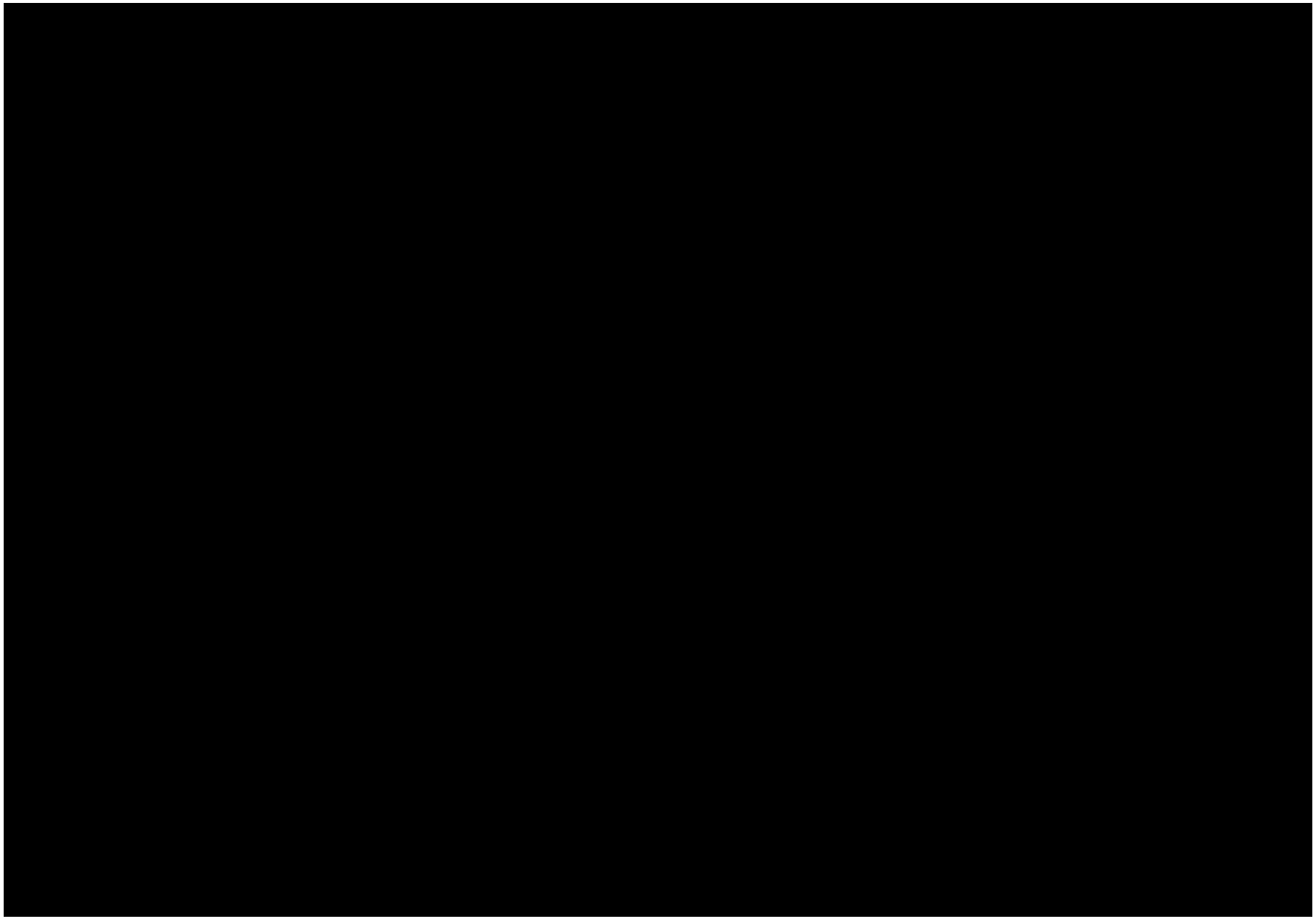
Title: Prequalification Manager

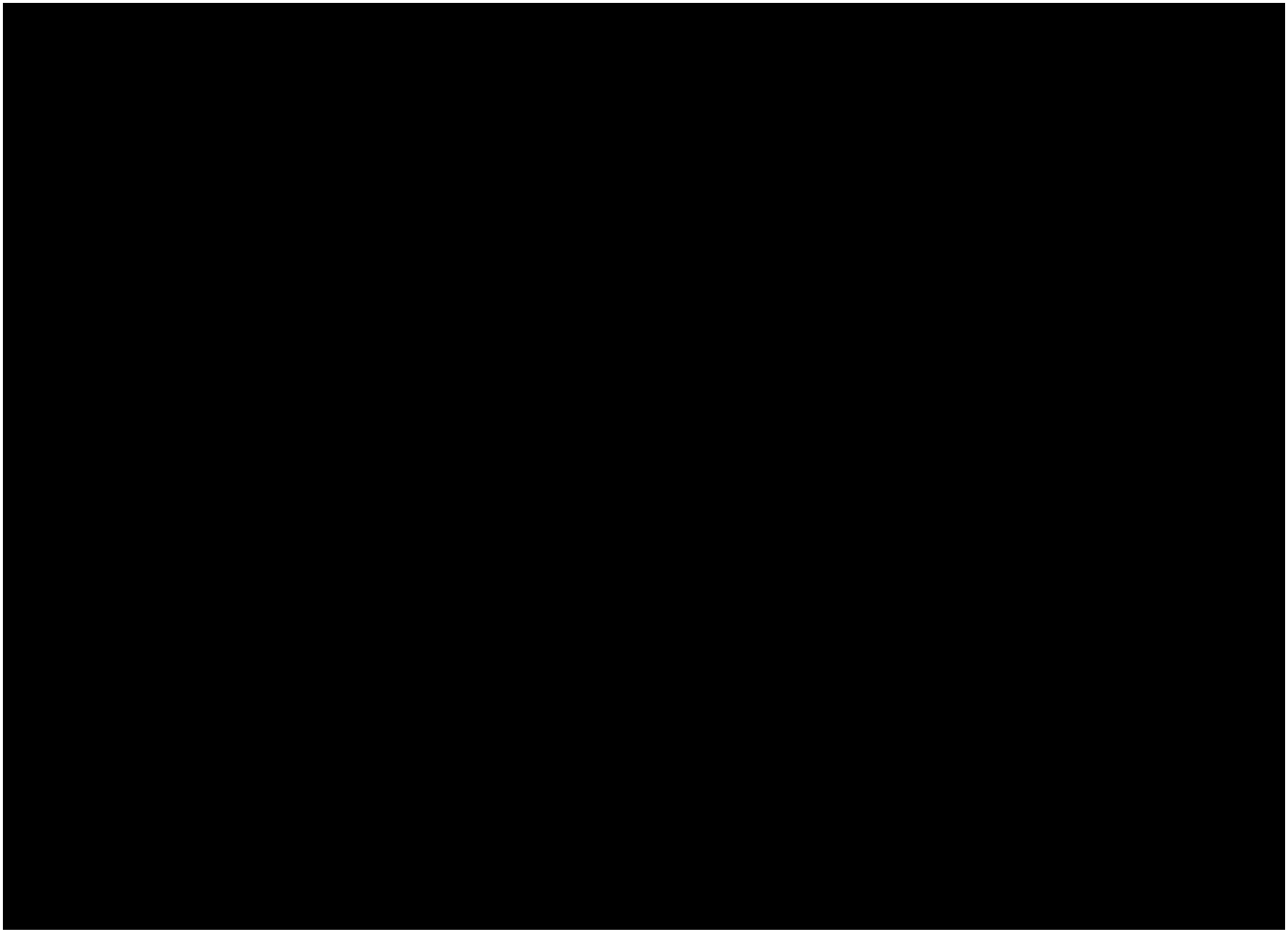
The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

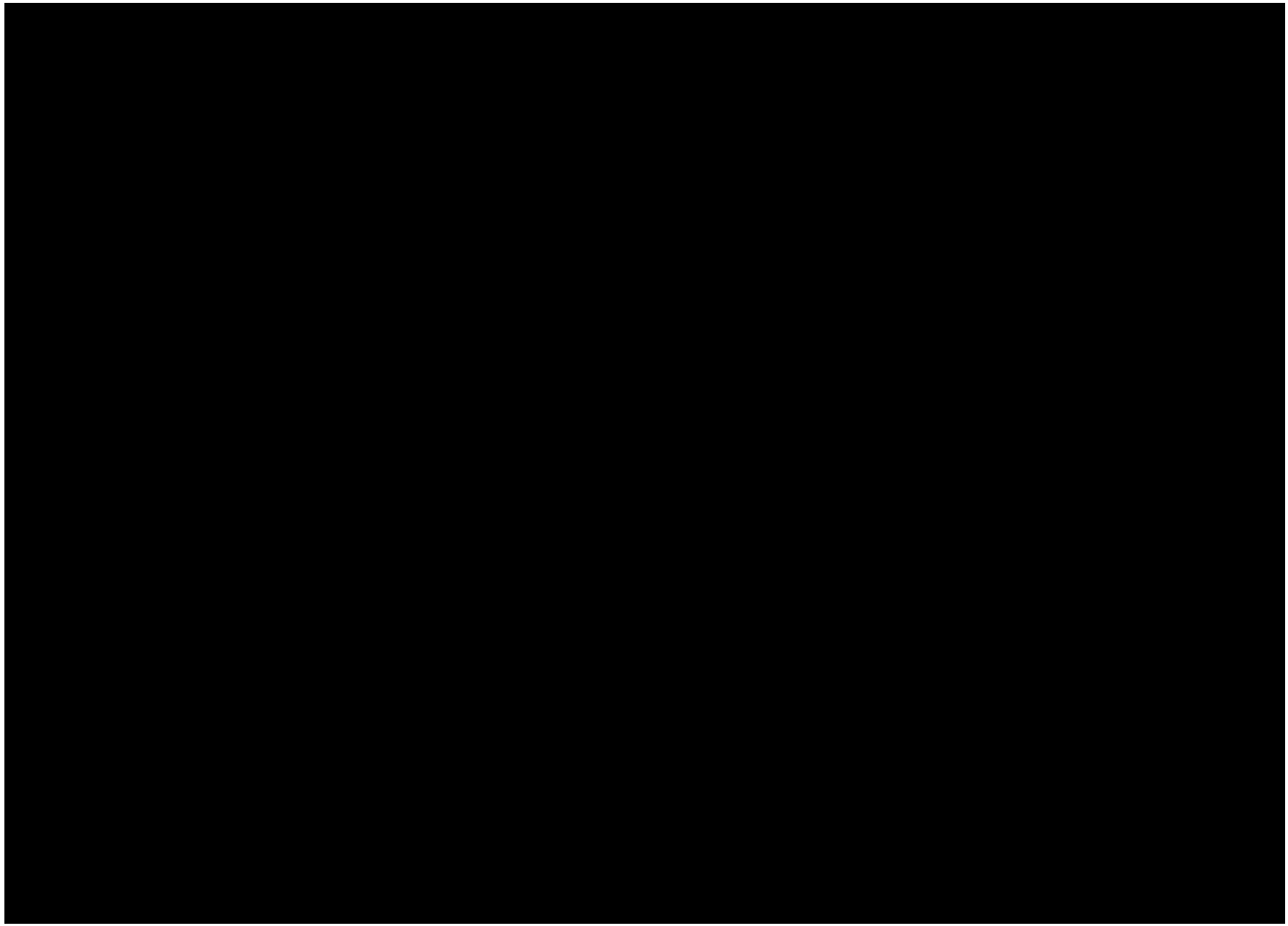
ENTITY NAME	Partners	Ownership Percentage	Managing Partner's Address
[redacted]			

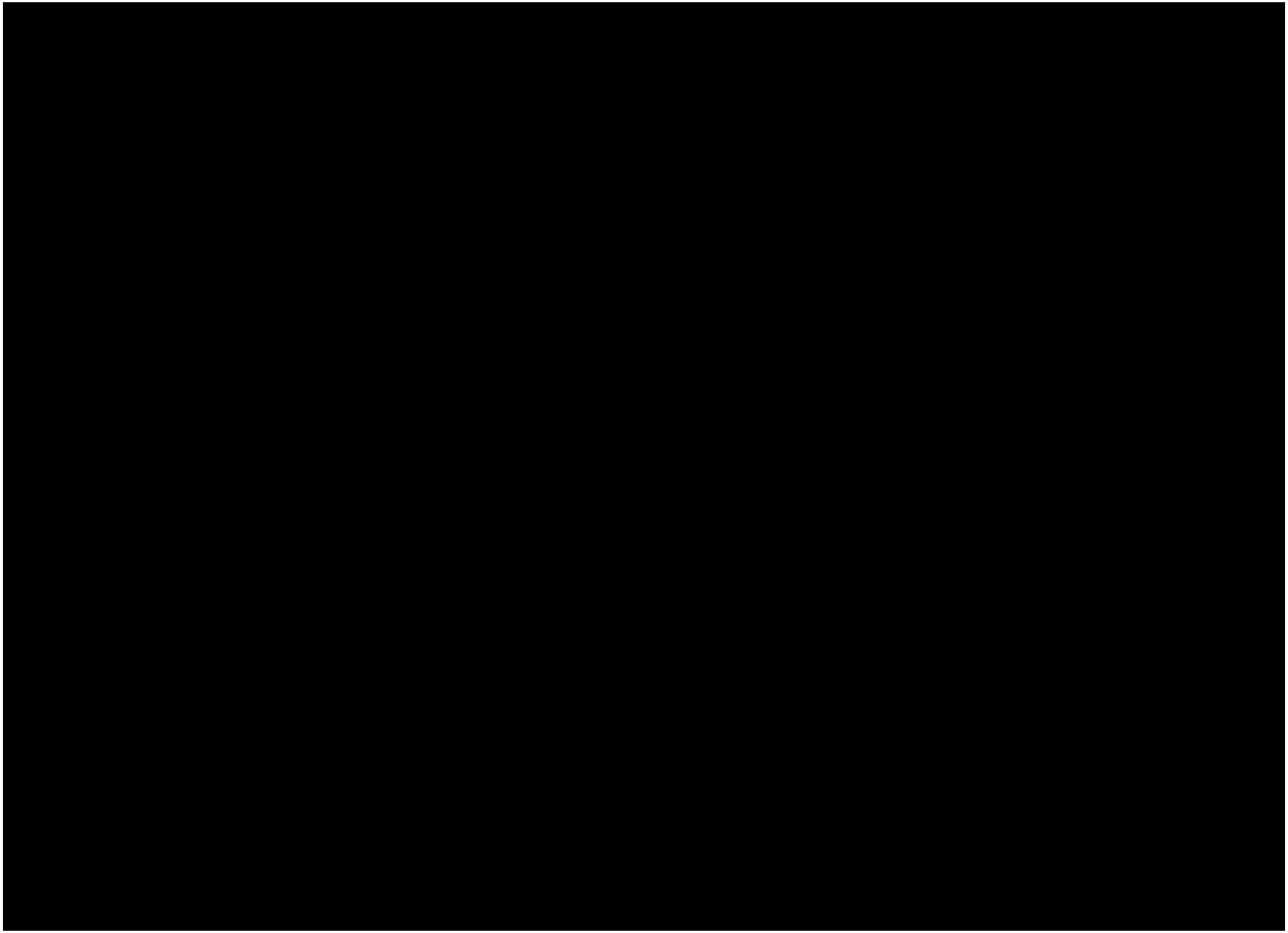


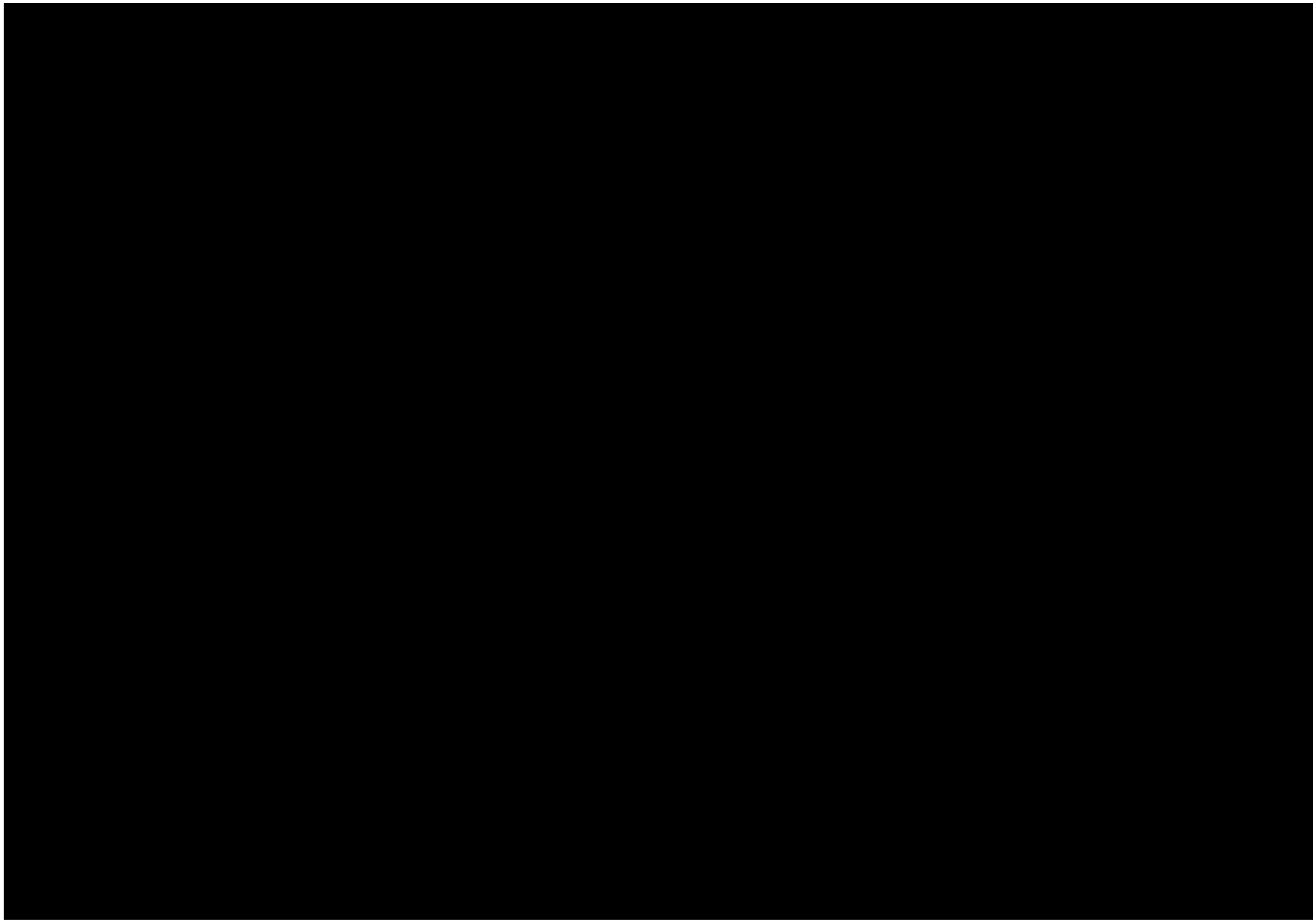
Entity Name	Corporate Address	Ownership
[redacted]		

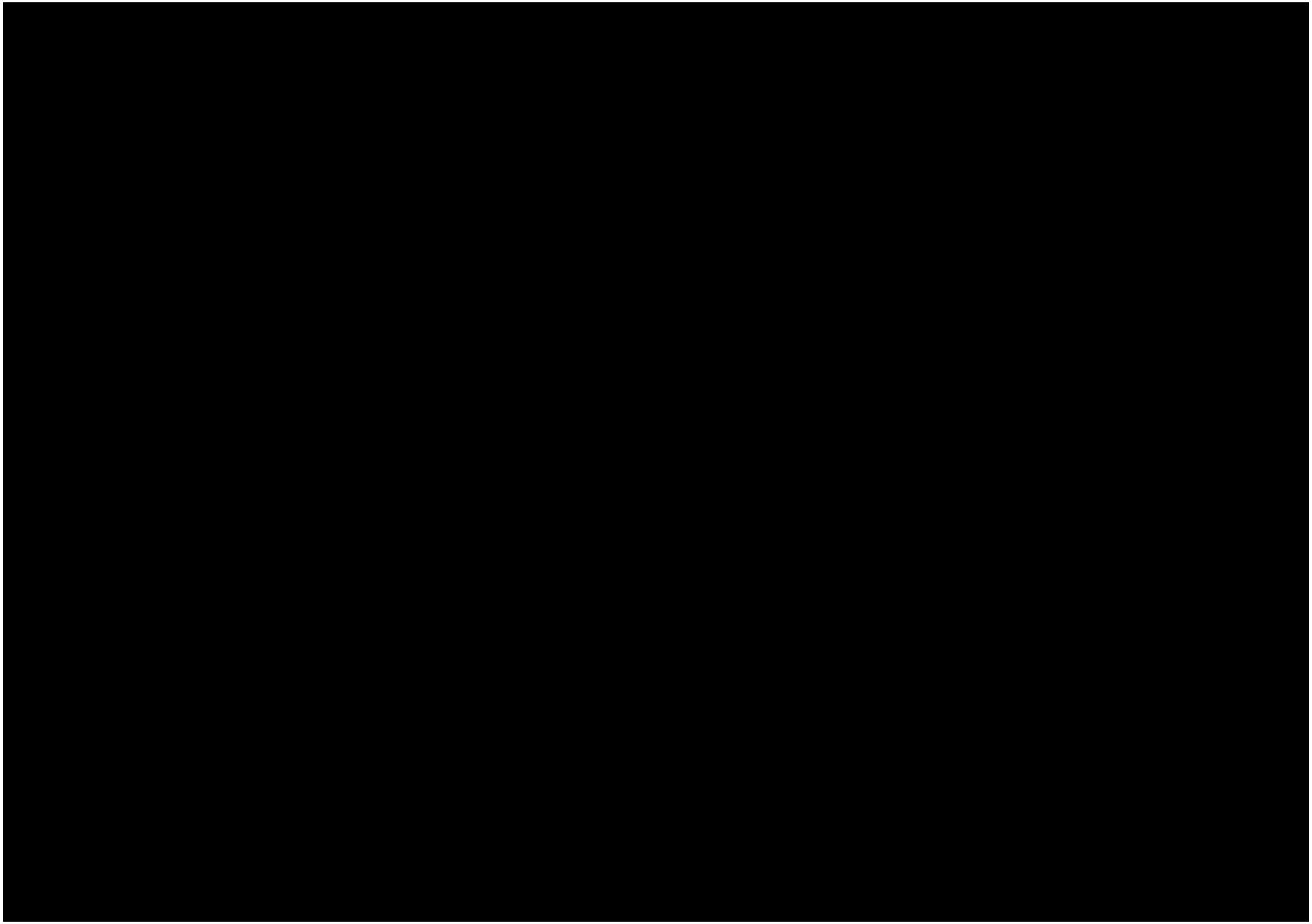


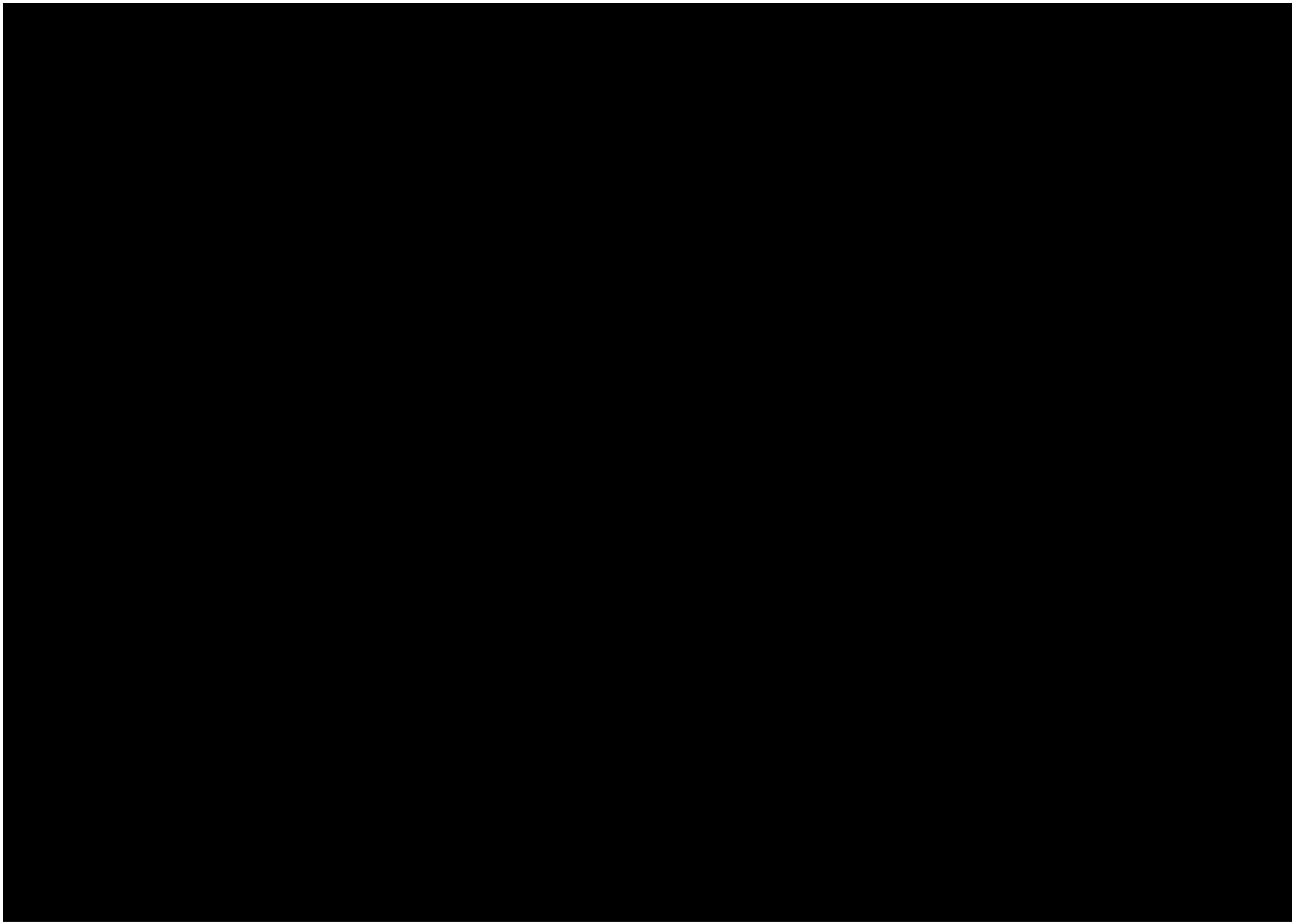












COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Michael Kwaschyn, Commissioner

DATE: October 27, 2025

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number:	H61126-68G1
Title:	Merrick Road Rehabilitation Phase 1
Engineer's Estimate:	$13,107,184.55
BIDS RECEIVED ON:	August 19, 2025

The bids received for the above-referenced contract have been examined and the bid submitted by Posillico Civil, Inc. in the amount of $11,794,495.75 is acceptable as the lowest bid (see the attached bid tabulation).

The low bid by Posillico Civil, Inc. is 10.02% below the engineer's estimate. Adequate funding is available (Capital Project number 61126).

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Joseph J Pecora P.E.

for Michael Kwaschyn
Commissioner

MK:TMG:pl
Attachments
c: Thomas M. George, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Daniel Wong, Civil Engineer II

APPROVED:

Arthur T. Walsh 10/28/25
Chief Deputy County Executive Date

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

H61126-68G1 - General Contracting
Merrick Road Rehablitation Phase 1

Bid Opening: 8 /19/2025 **Engineer:** Daniel Wong **Phone:** (516) 571-6886

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Posillico Civil, Inc.	1750 New Highway Farmingdale, NY 11735	Liberty Mutual Insurance	10% of Bid Amount	$11,794,495.75	$0.00
Thomas Novelli Contracting	41 Sarah Drive Farmingdale, NY 11735	Liberty Mutual Insurance	10% of Bid Amount	$11,829,749.50	$0.00
H & L Contracting, LLC	140 Adams Ave Suite B14 Hauppauge, NY 11788	Arch Insurance Company	10% of Bid Amount	$11,832,000.00	$0.00
Pratt Brothers, Inc.	333 Marcus Blvd Hauppauge, NY 11788	Philadelphia Indemnity Insuranc	10% of Bid Amount	$13,524,678.00	$0.00
GGG Construction Corp.	30 Midland Avenue Hicksville, NY 11801-1510	Endurance Assurance Corporati	10% of Bid Amount	* $15,140,198.28	$0.00
JR CRUZ Corp.	33 West Main Street Holmdel, NJ 07733	Liberty Mutual Insurance	10% of Bid Amount	$15,801,337.24	$0.00
Pioneer Landscaping & Asphalt Paving	168 Townline Road Kings Park, NY 11754	Philadelphia Indemnity Insuranc	10% of Bid Amount	$15,930,190.00	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

***Revised bid amount.**

August 21, 2025

Mr. Daniel Wong
Project Manager
Nassau County Department of Public Works

Re: MERRICK ROAD REHABILITATION – PHASE 1
CONTRACT NO. H61126-68G1
Recommendation of Award

Dear Mr. Wong:

We have reviewed the bids received by the Nassau County Department of Public Works (NCDPW) on August 19, 2025 for the above-referenced project. A total of seven (7) bids were received. The following are the bidders' names and the amount bid:

Rank	Bidder Name	Bid Open Amount	Correct Bid Amount
1	Posillico Civil, Inc.	$11,794,495.75	$11,794,495.75
2	Thomas Novelli Contracting Corp.	$11,829,749.50	$11,829,749.50
3	H & L Contracting, LLC	$11,832,000.00	$11,832,000.00
4	Pratt Brothers, Inc.	$13,524,678.00	$13,524,678.00
5	GGG Construction Corp.	$10,842,098.28	$15,140,198.28
6	JR Cruz Corp.	$15,801,337.24	$15,801,337.24
7	Pioneer Landscaping & Asphalt Paving	$15,930,190.00	$16,030.190.00

GGG Construction Corp. (GGG) submitted the lowest apparent bid; however, upon review, their submission was found to contain six (6) discrepancies. Specifically, the unit bid price written in words for Items 502.9210, 608.01050709, 608.01051409, 611.0161, 614.060304, and 621.04 did not match the corresponding numerical unit bid prices.

Five (5) of the six (6) discrepancies occurred where "eighty" was written in words, but "8" was entered numerically. In accordance with the Instructions to Bidders, Section D.2, when a discrepancy occurs, the unit price expressed in words shall govern. Applying this rule and correcting GGG's bid accordingly resulted in a revised bid total of $15,140,198.28. Based on this corrected total, GGG was not the lowest bidder.

While it is possible that five (5) of these discrepancies resulted from typographical errors, the written unit prices must govern. Additionally, the unit prices for Items 611.0161 and 621.04 were expressed as "eighty hundred." Although uncommon, this phrasing is grammatically correct and acceptable. Even if these two items were not corrected, GGG's adjusted bid would total $12,620,198.28, and their ranking would still drop.

Posillico Civil Inc. (PCI), submitted the lowest total corrected bid of $11,794,495.75, which is 10.02% lower than the Engineer's Estimate (EE) of $13,107,184.55. A tabulation of the unit costs of the bidders is attached for reference and comparison.

In general, PCI's unit bid prices appear to be reasonable in comparison with the other low bidders.

NV5 has previously worked with PCI and can confirm they have performed work of similar nature and magnitude, and we find them capable of satisfactorily performing the work for this project. Furthermore, PCI has no Federal exclusions, State debarments, or open OSHA violations.

We conclude that PCI, based upon their performance on past jobs, is capable of completing the work and submitted a responsible bid for the project. Therefore, we have no objection to awarding the contract for this project to Posillico Civil, Inc.

Very Truly Yours,
NV5 New York – Engineers, Architects, Landscape Architects and Surveyors

Jack Figueiredo
Senior Engineer

COMPARISON OF BIDS RECEIVED AND OPENED

Bid Opening Date: August 19, 2025

Project Name: Merrick Road Rehabilitation - Phase 1
Location: Seaford & East Massapequa
Nassau County Department of Public Works

ITEM #	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	TOTAL COST	POSILICO CIVIL, INC.					THOMAS NOVELLI CONTRACTING					H&L CONTRACTING, LLC					PRATT BROTHERS, INC					OGO CONSTRUCTION CORP. (LOW BIDDER)					JR CRUZ CORP.					PIONEER LANDSCAPING & ASPHALT PAVING				
						UNIT PRICE	TOTAL COST	TOTAL COST DIFFERENCE FROM EE	UNIT PRICE % DIFFERENCE FROM EE	MAJOR ITEM See note A

24-0036

REQUEST TO INITIATE **RTI Number**_____

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ **RFQ** ☒ **RFP** ☐ **RFBC** ☐ **In-House or Requirements Work Order**

Project Title: Merrick Road Rehabilitation Phase 1

Department: Public Works Project Manager: Daniel Wong Date: February 6, 2024

Service Requested: Construction of Merrick Road

Justification: To procure a contractor to repair/replace concrete panels, seal joints, resurface asphalt locations to extend the roadway service life of Merrick Road from Jackson Avenue to County Line Road.

Requested by: Public Works Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) $12,700,000.00
Circle appropriate phase

Total Project Cost: $12,700,000.00 Date Start Work: Nov 2024 Duration: 18 months
Includes, design, construction and CM Phase being requested Phase being requested

Capital Funding Approval: YES ☒ NO ☐ Rossann Dalleva 02-7-24
SIGNATURE DATE

Funding Allocation (Capital Project): _____
See Attached Sheet if multiyear ☐

NIFS Entered : _____ AIM Entered: Deanna Funk 2/9/24
SIGNATURE DATE SIGNATURE DATE

Funding Code: 61126- 000 Timesheet Code: 24-0036
use this on all encumbrances use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action ☒ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation _____

Department Head Approval: YES ☒ NO ☐ _____
SIGNATURE

DCE/Ops Approval: YES ☒ NO ☐ _____
SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment	See Attached Sheet ☐
1.			
2.			
3.			
4.			

DCE/Ops Approval: YES NO Signature _____

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Daniel Wong, Civil Engineer II

FROM: Office of the Commissioner

DATE: February 20, 2024

SUBJECT: CSEA Sub-Contracting Approval
C24-0036 Contract Number: H61587-68G1
Merrick Road Rehabilitation Phase 1

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C24-0036.**

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Roseann Dalleva

Roseann D'Alleva
Deputy Commissioner

RD:jd
c: Kenneth G. Arnold, Commissioner
Thomas M. George, Deputy Commissioner
Sean McBride, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

C24-0036

Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, President

FROM: Department of Public Works

DATE: February 7, 2024

SUBJECT: CSEA Notification of a Proposed DPW Contract Agreement
Contract Name: H61587-68G1 – Merrick Road Rehabilitation Phase 1

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should be not be implied that the proposed DPW contract/agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. Department of Public Works plans to recommend a contract/agreement for Construction Services for DPW's Highway/Bridge Construction Group.

2. The scope of work involves rehabilitating the travel lanes and shoulders on Merrick Road from Jackson Avenue to County Line Road. The work includes full depth concrete pavement replacement, partial depth concrete repairs, diamond grinding the concrete wearing surface in the travel lanes, asphalt milling, asphalt overlay, installation of concrete curb, sidewalk, ADA compliant curb ramps, driveway aprons, drainage structures, trees, replacement of pavement markings and traffic loops, and other incidental work.

3. An estimate of the cost is: $12,700,000.00

4. An estimate of the duration is: Eighteen (18) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.

Roseann Dalleva

Roseann D'Alleva
Deputy Commissioner

RD:TMG:jd
c: Jose Lopez, Director, Office of Labor Relations
Ross Bratin, Deputy Director, Office of Labor Relations
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Services Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Daniel Wong, Civil Engineer II
Elizabeth Cotton, Special Assistant, Office of Labor Relations

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
203.02	220	CY	UNCLASSIFIED EXCAVATION AND DISPOSAL	FOR: Six HUNDRED DOLLARS AND ZERO CENTS	600.00	132,000.00
203.07 *	100	CY	SELECT GRANULAR FILL	FOR: FIFTY DOLLARS AND ZERO CENTS	50.00	5,000.00
206.0201*	25	CY	TRENCH AND CULVERT EXCAVATION	FOR: FIFTY DOLLARS AND ZERO CENTS	50.00	1,250.00
206.05	25	EA	TEST PIT EXCAVATION	FOR: EIGHT HUNDRED DOLLARS AND ZERO CENTS	800.00	20,000.00
209.11010024	220	EA	TEMPORARY CATCH BASIN INSERTS TRASH, SEDIMENT AND DEBRIS REMOVAL	FOR: THREE HUNDRED DOLLARS AND ZERO CENTS.	300.00	66,000.00
304.00010018	57,814	SF	FINE GRADING OF EXISTING SUBBASE	FOR: ONE DOLLAR AND ZERO CENTS.	1.00	57,814.00
304.10119917*	70	CY	SUBBASE COURSE, TYPE 1011-2	FOR: FIFTY DOLLARS AND ZERO CENTS	50.00	3,500.00
404.0001**	240	QU	PLANT PRODUCTION QUALITY ADJUSTMENT TO ASPHALT ITEMS	FOR: ONE HUNDRED DOLLARS ZERO CENTS ONE HUNDRED DOLLARS AND ZERO CENTS.	$100.00	$24,000.00

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
404.0189	1,000	TN	TRUING & LEVELING F9, ASPHALT, 80 SERIES COMPACTION	FOR: ONE HUNDRED TEN DOLLARS AND ZERO CENTS	110.00	110,000.00
404.0981	4,913	TN	9.5 F1 TOP COURSE ASPHALT, 80 SERIES COMPACTION	FOR: ONE HUNDRED TEN DOLLARS AND ZERO CENTS	110.00	540,430.00
404.3789	457	TN	37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION	FOR: THREE HUNDRED NINETY DOLLARS AND ZERO CENTS.	390.00	178,230.00
407.0102	2,000	GAL	DILUTED TACK COAT	FOR: FIFTEEN DOLLARS AND ZERO CENTS	15.00	30,000.00
418.7603	29,030	LF	ASPHALT PAVEMENT JOINT ADHESIVE	FOR: ZERO DOLLARS AND SIXTY CENTS	0.60	17,418.00
490.10	36,009	SY	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE	FOR: SIX DOLLARS AND ZERO CENTS.	6.00	216,054.00
490.30	2,853	SY	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	FOR: SIX DOLLARS AND ZERO CENTS	6.00	17,118.00
502.10010018	1	LS	PORTLAND CEMENT CONCRETE PAVEMENT REPAIR EVALUATION AND MARK-OUT	FOR: FIFTEEN THOUSAND DOLLARS AND ZERO CENTS.	15,000.00	15,000.00

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
502.31010018	6,424	SY	FULL-DEPTH PORTLAND CEMENT CONCRETE (PCC) LIFT-OUT	FOR: NINETY DOLLARS AND ZERO CENTS.	90.00	578,160.00
502.32010010	9,229	EA	DRILL AND ANCHOR DOWELS FOR FULL-DEPTH PORTLAND CEMENT CONCRETE PAVEMENT REPAIRS	FOR: TEN DOLLARS AND ZERO CENTS	10.00	92,290.00
502.36130018	1,487	CY	PORTLAND CEMENT CONCRETE (PCC) PLACEMENT FOR FULL-DEPTH PAVEMENT REPAIRS	FOR: ONE THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS	1,100.00	1,635,700.00
502.37010018	8,200	LF	TRANSVERSE JOINTS	FOR: ZERO DOLLARS AND FIFTY CENTS	0.50	4,100.00
502.38010018	6,952	LF	LONGITUDINAL JOINTS	FOR: ZERO DOLLARS AND FIFTY CENTS	0.50	3,476.00
502.44200018	4,500	SF	PCC PAVEMENT PARTIAL DEPTH REPAIRS USING RAPID SETTING CONCRETE REPAIR MATERIAL - SAW CUTTING METHOD	FOR: ONE HUNDRED TWENTY DOLLARS AND ZERO CENTS	120.00	540,000.00
502.90010018	50,000	LF	CLEAN AND FILL CRACKS AND JOINTS IN PORTLAND CEMENT CONCRETE(PCC) PAVEMENT, ASTM D 6690 TYPE IV	FOR: EIGHT DOLLARS AND NINETY FIVE CENTS	8.95	447,500.00
502.9210*	17,700	LF	SEALING TRANSVERSE JOINTS - HIGHWAY JOINT SEALANT	FOR: EIGHT DOLLARS AND NINETY FIVE CENTS	8.95	158,415.00

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
502.9310*	20,500	LF	SEALING LONGITUDINAL JOINTS - HIGHWAY JOINT SEALER	FOR: EIGHT DOLLARS AND NINETY FIVE CENTS	8.95	183,475.00
505.0102	800	SY	BUMP GRINDING - PCC WITH SLURRY REMOVAL	FOR: FORTY DOLLARS AND ZERO CENTS	40.00	32,000.00
505.0402	110,000	SY	PRODUCTION DIAMOND GRINDING - PAVEMENT PRESERVATION WITH SLURRY REMOVAL	FOR: Fifteen dollars & zero cents	15,00	1,650,000.00
520.05000010	1,096	LF	SAW CUTTING PORTLAND CEMENT CONCRETE AND COMPOSITE PAVEMENTS	FOR: FOUR DOLLARS AND SEVENTY FIVE CENTS	4.75	5,206.00
520.09000010	1,009	LF	SAW CUTTING ASPHALT CONCRETE	FOR: THREE DOLLARS AND ZERO CENTS	3.00	3,027.00
604.071001	5	EA	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES	FOR: THREE THOUSAND DOLLARS AND ZERO CENTS	3,000.00	15,000.00
604.07200110	150	EA	SETTING NEW DRAINAGE FRAMES ON EXISTING DRAINAGE STRUCTURES	FOR: EIGHT HUNDRED DOLLARS AND ZERO CENTS	800.00	120,000.00
604.07210110	14	EA	RESETTING EXISTING DRAINAGE FRAMES ON EXISTING DRAINAGE STRUCTURES	FOR: TWOTHOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS	2,500.00	35,000.00

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
604.07290010	124	SF	REPAIR WALLS OF EXISTING DRAINAGE STRUCTURES	FOR: ONE HUNDRED FIFTY DOLLARS & ZERO CENTS	$150.00	$18,600.00
608.0101*	25	CY	CONCRETE SIDEWALKS AND DRIVEWAYS	FOR: TWO THOUSAND ONE HUNDRED DOLLARS & ZERO CENTS	$2,100.00	$52,500.00
608.01050010	90	CY	CONCRETE SIDEWALKS-UNREINFORCED (GRADING INCLUDED)	FOR: ONE THOUSAND NINE HUNDRED DOLLARS & ZERO CENTS	$1,900.00	$171,000.00
608.01050109	7	EA	CURB RAMP CONFIGURATION TYPE 1	FOR: SIX THOUSAND FOUR HUNDRED FIFTY DOLLARS & ZERO CENTS	$6,450.00	$45,150.00
608.01050209	7	EA	CURB RAMP CONFIGURATION TYPE 2	FOR: SIX THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS & ZERO CENTS	$6,725.00	$47,075.00
608.01050309	12	EA	CURB RAMP CONFIGURATION TYPE 3	FOR: SEVEN THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS & ZERO CENTS	$7,875.00	$94,500.00
608.01050409	38	EA	CURB RAMP CONFIGURATION TYPE 4	FOR: EIGHT THOUSAND ONE HUNDRED DOLLARS & ZERO CENTS	$8,100.00	$307,800.00
608.01050709	6	EA	CURB RAMP CONFIGURATION TYPE 7	FOR: NINE THOUSAND EIGHT HUNDRED FIFTY DOLLARS & ZERO CENTS	$9,850.00	$59,100.00

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
608.01050809	4	EA	CURB RAMP CONFIGURATION TYPE 8	FOR: SEVEN THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS & ZERO CENTS	$7,725.00	$30,900.00
608.01050909	2	EA	CURB RAMP CONFIGURATION TYPE 9	FOR: SEVEN THOUSAND ONE HUNDRED FIFTY DOLLARS & ZERO CENTS	$7,150.00	$14,300.00
608.01051009	14	EA	CURB RAMP CONFIGURATION TYPE 10	FOR: SIX THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS & ZERO CENTS	$6,975.00	$97,650.00
608.01051309	2	EA	CURB RAMP CONFIGURATION TYPE 13	FOR: SIX THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS & ZERO CENTS	$6,625.00	$13,250.00
608.01051409	1	EA	CURB RAMP CONFIGURATION TYPE 14	FOR: SIX THOUSAND FIVE HUNDRED SEVENTY FIVE DOLLARS & ZERO CENTS	$6,575.00	$6,575.00
608.020102*	10	TON	ASPHALT SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS,AND VEGETATION CONTROL STRIPS	FOR: TWO HUNDRED SEVENTY DOLLARS & ZERO CENTS	$270.00	$2,700.00
608.03040008*	10	SY	REMOVE , STORE AND RESET CONCRETE BLOCK PAVERS	FOR: TWO HUNDRED SEVENTY DOLLARS & ZERO CENTS	$270.00	$2,700.00
609.04*	2,025	LF	CAST-IN-PLACE CONCRETE CURB (AS DETAILED)	FOR: ~~NINETY FIVE DOLLARS & ZERO CENTS~~ (MJT) EIGHTY DOLLARS & ZERO CENTS	~~$ 95.00~~ (MJT) $ 80.00	~~$142,375.00~~ (MJT) $162,000.00

Department of Public Works Nassau County, NY
Bid Sheets for Contract: H61126-68G1

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
609.05*	485	LF	CAST-IN-PLACE CONCRETE CURB & GUTTER (AS DETAILED)	FOR: NINETY DOLLARS & ZERO CENTS	$90.00	$43,650.00
610.1403*	70	CY	TOPSOIL-LAWNS	FOR: NINETY EIGHT DOLLARS & ZERO CENTS	$98.00	$6,860.00
611.0161	68	EA	PLANTING - MAJOR DECIDUOUS TREES - 2 1/2 INCH CAL., BALL & BURLAP, FIELD POTTED OR FIELD BOXED	FOR: ONE THOUSAND TWO HUNDRED DOLLARS & ZERO CENTS	$1,200.00	$81,600.00
614.060104	7	EA	TREE REMOVAL OVER 4 INCHES TO 6 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED	FOR: EIGHT HUNDRED FIFTY DOLLARS & ZERO CENTS	$850.00	$5,950.00
614.060204	3	EA	TREE REMOVAL OVER 6 INCHES TO 12 INCHES DIAMETER BREAST HEI GHT - STUMPS GRUBBED	FOR: TWO THOUSAND DOLLARS & ZERO CENTS	$2,000.00	$6,000.00
614.060304	1	EA	TREE REMOVAL OVER 12 INCHES TO 18 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED	FOR: TWO THOUSAND FIVE HUNDRED DOLLARS & ZERO CENTS	$2,500.00	$2,500.00
619.01	1	LS	BASIC WORK ZONE TRAFFIC CONTROL	FOR: one ~~thousand~~ million four hundred twenty five thousand dollars & zero cents MJT	1,425,000.00	1425,000.00
619.0901	59,800	LF	TEMPORARY PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT)	FOR: ZERO DOLLARS & THIRTY SIX CENTS	$0.36	$21,528.00

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
619.0904	640	LF	TEMPORARY PAVEMENT MARKINGS STRIPES (REMOVABLE WET REFLECTIVE TAPE)	FOR: THREE DOLLARS & NINETY CENTS	$3.90	$2,496.00
619.110511	4	EA	(PVMS) STANDARD SIZE - FULL MATRIX (LED) NO OPTIONAL EQUIPMENT SPECIFIED, NO CELLULAR COMMUNICATIONS	FOR: SIX THOUSAND SEVEN HUNDRED DOLLARS & ZERO CENTS	$6700.00	$26,800.00
621.03	22,500	LF	CLEANING CLOSED DRAINAGE SYSTEMS	FOR: FIVE DOLLARS & ZERO CENTS	$5.00	$112,500.00
621.04	282	EA	CLEANING DRAINAGE STRUCTURES	FOR: EIGHT HUNDRED EIGHTY DOLLARS & ZERO CENTS	$880.00	$248,160.00
625.01	1	LS	SURVEY OPERATIONS	FOR: TWENTY FIVE THOUSAND DOLLARS & ZERO CENTS	$25,000.00	$25,000.00
633.12	1	LS	CLEANING, SEALING AND/OR FILLING CRACKS	FOR: FORTY THOUSAND DOLLARS & ZERO CENTS	$40,000.00	$40,000.00
633.1401	100	SY	REMOVAL AND REPAIR OF DETERIORATED ASPHALT PAVEMENT LESS THAN OR EQUAL TO 4 SQUARE YARDS	FOR: ONE HUNDRED TWENTY DOLLARS & ZERO CENTS	$120.00	$12,000.00
633.05050208	1	LS	REMOVE TRANSVERSE AND LONGITUDINAL JOINT SEALERS, CLEAN AND FILL JOINTS AND CRACKS IN PORTLAND CEMENT CONCRETE PAVEMENT	FOR: FORTY THOUSAND DOLLARS & ZERO CENTS	$40,000.00	$40,000.00

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
635.0103	80,000	LF	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES	FOR: no dollars + eighty five cents	0.85	68,000.00
635.0303	111	EA	CLEANING AND PREPARATION OF PAVEMENT SURFACES - SYMBOLS	FOR: sixty five dollars + no cents	65.00	7,215.00
637.13	21	MO	ENGINEER'S FIELD OFFICE - TYPE 3	FOR: three thousand dollars + no cents	3,000.00	63,000.00
639.210053	1	LS	CRITICAL PATH METHOD (CPM) PROGRESS SCHEDULE WITH MONTHLY UPDATES (MIN BID $30,000)	FOR: thirty thousand dollars + no cents	30,000.00	30,000.00
647.31	40	EA	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)	FOR: Seven hundred twenty two dollars + no cents	722.00	28,880.00
655.05020010	80	EA	FRAMES AND COVERS FOR SANITARY SEWER MANHOLES	FOR: one thousand ~~dollars~~ MJT two hundred forty dollars + no cents	1,240.00	99,200.00
655.07030010	25	EA	CAST FRAME F3, WITHOUT CURB BOX AND WITH RETICULINE GRATE G3	FOR: one thousand three ~~dollars~~ MJT hundred eighty dollars + no cents	1,380.00	34,500.00
655.0706	126	EA	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & RETICULINE GRATE G3	FOR: one thousand Seven hundred thirty five dollars + no cents	1735.00	218,610.00

Department of Public Works Nassau County, NY
Bid Sheets for Contract: H61126-68G1

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
655.1202	50	EA	MANHOLE FRAME AND COVER	FOR: Six hundred Sixty dollars & no cents	660.00	33,000.00
655.15100010	5	EA	FURNISH AND REPLACE CAST IRON CURB BOXES	FOR: Two thousand thirty dollars & no cents	2,030.00	10,150.00
663.33*	5	EA	ADJUST EXISTING VALVE BOX ELEVATION	FOR: one hundred forty dollars & no cents	140.00	700.00
680.54	885	LF	INDUCTANCE LOOP INSTALLATION	FOR: thirty five dollars & no cents	35.00	30,975.00
680.72	2,086	LF	INDUCTANCE LOOP WIRE	FOR: two dollars & fifty cents	2.50	5215.00
685.03120018	35	EA	RAISED REFLECTORIZED SNOWPLOWABLE PAVEMENT MARKERS (TWO-WAY YELLOW)	FOR: one hundred ninety five dollars & no cents	195.00	6,825.00
685.072001NA	80,300	LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES - 20 MILS (TRIPLE DROP)	FOR: one dollar & five cents	1.05	84,315.00
685.072002NA	21	EA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT LETTERS - 20 MILS (TRIPLE DROP)	FOR: two hundred forty five dollars & no cents	245.00	5,145.00

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
685.072003NA	90	EA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT SYMBOLS - 20 MILS (TRIPLE DROP)	FOR: Two hundred forty five dollars + no cents	245.00	22,050.00
685.072004NA	1,350	LF	HIGHLY REFLECTORIZED WHITE EPOXY CROSS HATCHING - 20 MILS (TRIPLE DROP)	FOR: two dollars + five cents	2.05	2767.50
685.072005NA	9,000	LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES (SPECIAL MARKINGS) - 20 MILS (TRIPLE DROP)	FOR: Two dollars + seventy five cent	2.75	24,750.00
685.072006NA	63,210	LF	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES - 20 MILS (TRIPLE DROP)	FOR: One dollar + five cents	1.05	66,370.50
685.072007NA	3	LF	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES (CROSS HATCHING) - 20 MILS (TRIPLE DROP)	FOR: Two dollars + ten cents	2.10	6.30
685.072009NA	3	EA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT YIELD LINE SYMBOLS -LARGE - 20 MILS (TRIPLE DROP)	FOR: One hundred thirty five dollars + no cents	135.00	405.00
697.03**	328,000	DC	FIELD CHANGE PAYMENT	FOR: ONE DOLLARS ZERO CENTS one dollar + no cents	$1.00 MIT	$328,000.00
698.04**	2,275	DC	ASPHALT PRICE ADJUSTMENT	FOR: ONE DOLLARS ZERO CENTS One dollar + no cents	$1.00	$2,275.00

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS AND CENTS	TOTAL PRICE DOLLARS AND CENTS
698.05**	5,400	DC	FUEL PRICE ADJUSTMENT	FOR: ONE DOLLARS ZERO CENTS one dollars — no cents	$1.00	$5,400.00
698.06**	100	DC	STEEL/IRON PRICE ADJUSTMENT	FOR: ONE DOLLARS ZERO CENTS one dollar — no cents	$1.00	$100.00
699.040001	1	LS	MOBILIZATION	FOR: four hundred fifty three Thousand, Six hundred thirty four dollars ~~and forty five~~ cents MJT	453,634.45	453,634.45

*CONTINGENCY
**FORCE BID

TOTAL BID IN NUMBERS: # 11,794,495.75

TOTAL BID IN WORDS: Eleven Million, Seven hundred Ninety Four Thousand, Four Hundred Ninety Five dollars and Seventy five cents

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 79 years

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 79 years

   b. as a Subcontractor 79 years

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
See attached list			

(use additional blank sheets if additional space is necessary)

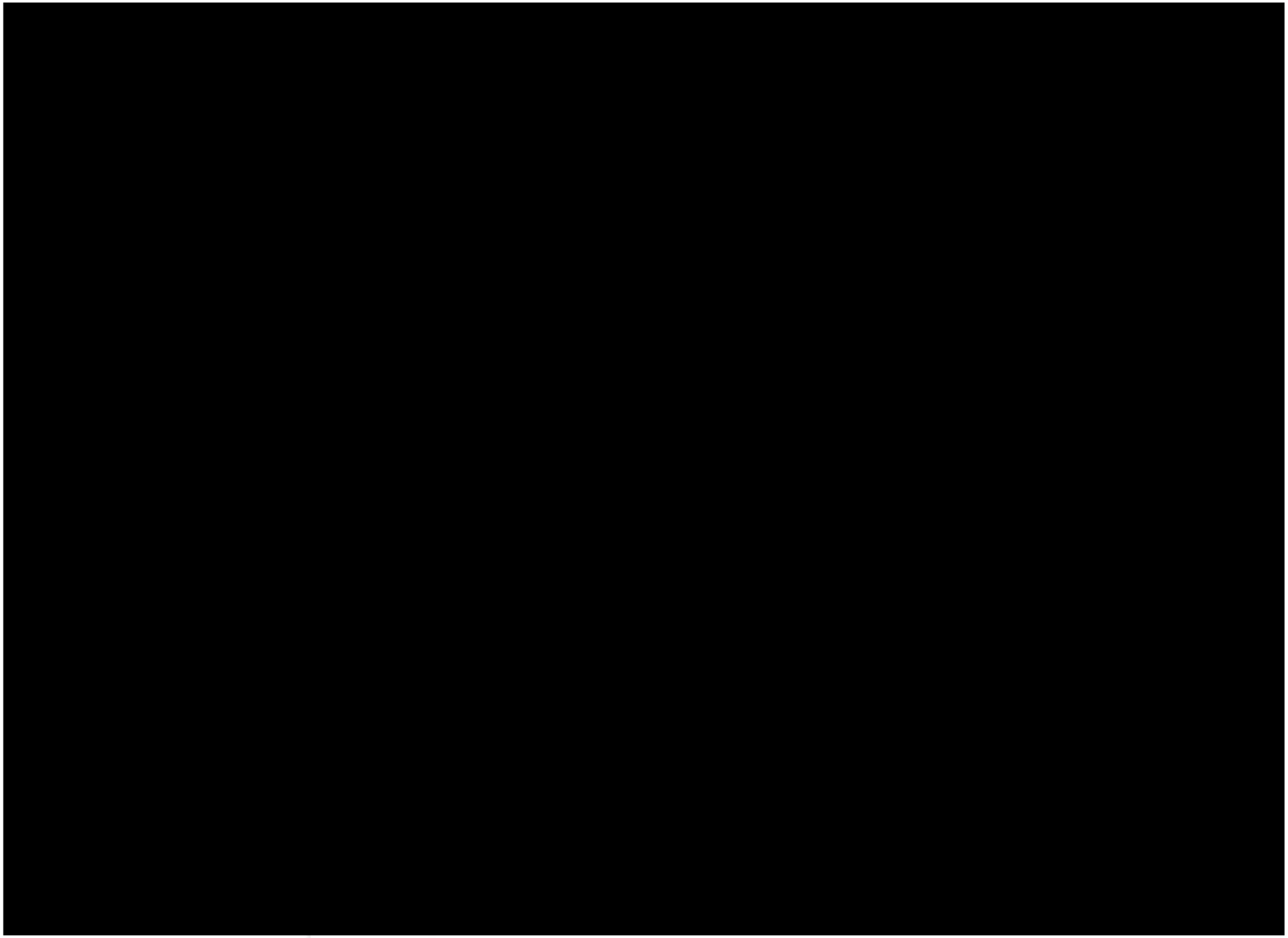
4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
See attached list			

(use additional blank sheets if additional space is necessary)

5. Have you:
   a. ever failed to complete any work awarded to You? NO
      If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
      If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions



[redacted]

CONFIDENTIAL FOR THE NASSAU COUNTY DEPARTMENT OF P
EXEMPT FROM DISCLOSURE UNDER FOIA/FOIL
RELEASE TO ANY THIRD PARTY ONLY UPON WRITTEN CONSENT

Project Name	Client Name	Client Contact - Name	Client Contact - Phone	Client Contact - Email	Client Contact - Address	Closed	Curr Contract Amt
[redacted]							

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? Typ NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

n/a

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

n/a

10. In what other lines of business are you financially interested?

Real Estate
Environmental, Services

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity

See Attached Resumes

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location

See Attached Equipement List

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

n/a

(use additional blank sheets if additional space is necessary)

JOSEPH K. POSILLICO

Posillico Civil, Inc.

Total Years of Experience
43

Years of Experience as President
20

Years of Experience as as CEO
17

Education
Graduate Classes in Management, Finance, and Business Law, St. John's University, 1983

BS Civil Engineering, Villanova University, 1981

Certificates/Affiliations
FMI Leadership Institute Program, 2009

Chi Epsilon National Honor Society, Member

Tau Beta Phi National Honor Society, Member

Boards
Member, Board of Directors, Associated General Contractors of New York State

Member, Board of Directors, Long Island Contractors Association

Member, Villanova University College of Engineering Advisory Board

President/CEO and Partner, 2004 – Present
CEO, 2007 – Present

A third generation Principal of the Posillico family organization, Joe carries the 75-year torch of innovation, providing governance that positions the Posillico family of companies at the forefront of the ACE Industry. He guides the development and management of the organization's annual strategic plan to advance the company's mission and objectives and to promote organizational growth, revenue, and profitability.

The Posillico family of companies works diligently to lead the industry in safety. He oversees company operations to ensure safety, efficiency, quality, service, and cost-effective management of resources.

President; 01/2004 – 09/2007: Oversaw the organization's project management and estimating functions across all divisions. He represented the company in negotiations with private and public corporations and clients. He led the organization and management of staff and company-wide informational meetings and communications.

Secretary; 04/1987 – 01/2004: Responsibilities included estimating and coordinating bids for public works projects, seeking out project opportunities with private firms and providing price quotations and negotiations, handling claims and change orders for ongoing and completed projects, management of the engineering department staff personnel and provided engineering support. Took charge of two construction projects for the Port Authority of New York and New Jersey at JFK International Airport. The projects involved relocating existing sanitary sewer and water facilities, installing and removing steel sheet piling, dewatering, constructing a 30-foot-deep sanitary sewer lift station, and installing underground tanks. The projects required intense planning and staging to minimize interruptions to airport operations, including a comprehensive safety program to protect employees and the public; in charge of two construction projects for the New York State Dept. of Transportation that involved the reconstruction of Route 495 in Huntington, NY [redacted] nd the construction of Route 878 in Inwood, NY [redacted] Responsibilities included project scheduling, field supervision, project engineering, and negotiating change orders. The project included constructing a bridge over the LIRR and installing over 16,000 linear feet of underground sanitary and drainage pipe, 3,600 LF concrete box culverts, and 6,700 linear feet of 48-inch water main piping and appurtenances.

Prior Experience

Exxon Company, USA; May 1985 – March 1987

Terminal Superintendent: Supervisor of Exxon Co. USA's Everett, MA operation. Oil transfer facility. Responsibilities included supervising eight supervisory and 30 union employees, stewardship over a [redacted] operating and expense budget, coordinating plant maintenance and repair, participating in labor negotiations, and ensuring compliance with federal and local environmental regulations. Operations at the facility included handling over 10 million barrels of petroleum products per year, with shipment and receipt of this product via barge, pipeline, and tank truck.

Terminal Supervisor; 11/1983 – 02/1987: In charge of Exxon's oil transfer facility in Oceanside, NY. Developed and implemented a comprehensive safety program for the approximately 125 employees at Exxon's six oil terminals in the New York Metropolitan area.

Construction and Maintenance Engineer; 08/1981 – 10/1983: Oversaw the construction and modernization of Exxon's retail stations on Long Island, NY, including the replacement of underground tanks, the installation of vapor recovery systems, testing underground tanks, cleaning up oil lost from leaking underground tanks, routine maintenance and ensuring compliance with local safety and environmental regulations.

MICHAEL J. POSILLICO

Principal, Secretary, Chairman of the Board,
and Executive Vice President of Business Development, 1985-Present

Mr. Posillico has varied experience in civil, environmental, and development projects. He has worked with government agencies and owners in conjunction with many projects' construction, development, and remediation, including the NYSDOT, NYSDEC, NYCDEP, NJDEP USEPA, and other regional municipal agencies. In the past several years, he has combined this expertise to promote the clean-up and redevelopment of some of the most contaminated projects in our region.

2010 to Present: Mr. Posillico has developed many construction materials facilities, including many that recycle construction waste into reusable construction products. Over the past five years, Mr. Posillico has worked to develop and commission the world's largest soil wash plant that cleans contaminated soils at their Farmingdale, New York facility. He also reorganized business development strategies for companywide goals and individual business units. In 2012 he took on the role of chairman for the New York League of Conservation Voters Long Island Chapter. He restructured their platform to implement a new agenda throughout Long Island. Mr. Posillico is also spearheading a master redevelopment effort of a former quarry in Northern New Jersey.

2005 to 2010: Mr. Posillico formed two new companies, Posillico Development LLC, an organization formed to integrate operations, pool resources, and strategically invest in property development, and Posillico Consulting, LLC, a multi-disciplined Brownsfield redevelopment property management and development consulting service. He expanded Posillico Environmental's marine and mechanical capabilities, which now encompass dredging, synthetic bulkhead installation, sanitary treatment plant construction, and refurbishment. Mr. Posillico also led a re-branding effort for the Posillico companies to improve their recognition under one brand dedicated to setting the standard for excellence in the construction industry for completing complex projects safely, on time, and within budget.

1997 to 2004: Mr. Posillico worked on further expansion of thermally treated contaminated soil and dredge spoil recycling into a product known as "Poscrete." He has worked on significant environmental projects, including the completed dredging of Lake Capri in West Islip, NY, which involved challenging environmental dredging and processing of sediments and solids with a temporary processing plant. In addition, Mr. Posillico worked on developing a remedial SVE system at Northville's Holtsville terminal and affected area with ERM Northeast. Mr. Posillico focused on the re-development of environmentally challenged properties in addition to overseeing significant projects in Posillico Environmental, Inc. Major projects included the partnership in Glen Isle Development, a 50-acre national Brownsfield waterfront redevelopment site, redevelopment of the former Cibro Fuel Oil Terminal in Island Park, NY, and the clean-up of the former GTE and Sylvania site in Hicksville, NY.

1991 to 1996: The majority of Mr. Posillico's efforts were directed at developing a permit with the NYSDEC to thermally treat and recycle petroleum-contaminated soils at Posillico Brothers Asphalt in Farmingdale, N.Y. (Posillico Materials, LLC). During this period, Michael founded and developed the Blue Water Environmental, Inc. petroleum-contaminated soil business, which is now known as Posillico Environmental, Inc. Mr. Posillico expanded Blue Water Environmental, Inc. into other specialized remedial projects, including an expansive tunnel clean-up project for the Brooklyn Navy Yard Development Corp., shallow soil mixing of hazardous wastes for the NYSDEC at Dzus Fasteners in West Islip, NY, and the handling and disposal of

Posillico Civil, Inc.

Total Years of Experience
40

Years of Experience as Executive Vice President
16

Education
BS Civil Engineering, Clemson University, 1984

Current Titles and Affiliations
Senior Partner, Posillico, Inc.

New York State League of Conservation Voters, Board Member

Clemson University – Civil Engineering Department Advisory Board Member

Chi Epsilon National Civil Engineering Honor Society, Member

SUNY Farmingdale College Foundation, Honorary Member

New York League of Conservation Voters Long Island Chapter, Former Chairman

Gilda's Club of New York City Former Board Member

Vision Long Island, Former Board Member

dredge sediments from the installation of a cooling tunnel outfall at the Brooklyn Navy Yard.

1985 to 1991: Mr. Posillico was the project supervisor for NYSDOT. A nighttime reconstruction of the Long Island Expressway exits 52-57 and exits 32-39. [redacted] the reconstruction of Route 106/107 and the North Service Road in Syosset, NY. [redacted] rebuilding the force main and sewer system, Halesite, NY. [redacted] Mr. Posillico was the project manager for **the** reconstruction of the Northern State and Meadowbrook Parkways interchange and rebuilding of the intersection of Old Country Road and Glen Cove Road. The total value of both projects was over [redacted] which involved complex bridge reconstruction and highway detour routing.

Affiliation: Mr. Posillico and his partners formed The Posillico Foundation in 2004, donating their time and money to many regional charitable organizations. Mr. Posillico has served numerous charitable and foundation boards, including Farmingdale State College Foundation, where he served as Foundation President. Mr. Posillico is currently an honorary member of this foundation. He served as Chairman of the New York League of Conservation Voters Long Island Chapter and a Board Member of Gilda's Club New York. Mr. Posillico currently serves as a New York State League of Conservation Voters board member and an advisory board member for Clemson University Civil Engineering Department. He formally sat on the Board of Vision Long Island, a regional consortium of professional advocates that promotes "smart growth" in our region, focusing on improving housing, environmental, transportation, and economic development.

Equipment Code	Description	VIN/Serial #	Make	Model	Year	Age	Ownership Status
023	CAT Dozer D5GLGP						
024	Komatsu Dozer D21A8						
025	Komatsu Dozer D21P-7 LGP						
027	CAT Dozer D5GLGP						
028	CAT Dozer D3-12A LGP						
034	CAT Dozer D6K2LGP						
100	Ingersoll Rand Compressor185CFM						
1001	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
1003	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
1004	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
101	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
1029	McElroy Pipe Fusion Machine						
1041	E-Z Drill 2108-4 SRA Slab Rider						
1042	Allen 20' Triple Roller Tube Paver						
1043	Allen 24' Triple Roller Tube Paver						
1044	Allen SSE1222P Truss Screed						
106	John Deere Compressor 185CFM						
108	JLG 600AJ Articulating Boom Lift 60'						
110	Tadano Picker TR450XL4 45 Ton						
1101	Trimble Robotic Station 5^ 3"						
1104	JLG 1930ES Scissor Lift 19' Electric						
1105	Shearforce Ripper XR50						
1106	JLG 3246ES Electric Scissor Lift 32'						
1107	JLG 2030ES Electric Scissor Lift 20'						
1108	Skyjack 3219 Electric Scissor Lift 19'						
1109	JLG 3248RS Electric Scissor Lift 32'						
111	Cimolai 30 US Ton Rail-mounted Gantry Crane RGC 30						
112	Tadano Picker GR500XL						
113	Tadano Picker GR750XL4						
115	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
119	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
120	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
1200	Trimble Robotic Total Station						
1204	Geo XH Trimble #61000-00 GPS						
1205	Trimble Robotic Total Station						
1206	Trimble Robotic Total Station						
1207	Trimble SX10 1' Scanning Total Station with 3D Scanner						
1208	SX-12 Scanning Station						
122	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
124	Ingersoll Rand Compressor 375CFM						
125	Ingersoll Rand Compressor 185CFM						
127	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
129	Kaeser M58 210 CFM Utility T4 Air Compressor						
130	Kaeser M58 210 CFM Utility T4 Air Compressor						
133	Kaeser M58 210 CFM Utility T4 Air Compressor						
134	Kaeser M58 210 CFM Utility T4 Air Compressor						
135	Miller EnPak Air Compressor 175 PSI 60 CFM						
138	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
139	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
140	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
1400	Homesteader Utility Trailer						
1401	Freedom Safety Trailer Enclosed						
1402	Look Enclosed 6' X 10' V Nose Trailer						
141	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
142	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
143	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
144	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
145	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
146	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
147	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
148	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
149	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor						
150	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor						
1502	Wacker Double Drum Asphalt Compactor RD-12A						
1505	Ditch Witch RT16 Walk-Behind Trencher						
1506	Wacker Neuson RD12A-90 Tandem Asphalt Roller						
1507	Vermeer T755III Trencher						
1508	Trencor T10 Trencher						
151	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor						
152	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor						
153	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor						
1533	Solar Tech Full Matrix Message Board VMS						
1534	Solar Tech Full Matrix Message Board VMS						
1535	Solar Tech Full Matrix Message Board VMS						
1536	Solar Tech Full Matrix Message Board VMS						

1537	Solar Tech Full Matrix Message Board VMS
1538	Solar Tech Full Matrix Message Board VMS
1539	Solar Tech Full Matrix Message Board VMS
154	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
1540	Solar Tech Full Matrix Message Board VMS
1541	Solar Tech Full Matrix Message Board VMS
1542	Solar Tech Full Matrix Message Board VMS
1543	Solar Tech Full Matrix Message Board VMS
1544	Solar Tech Full Matrix Message Board VMS
1545	Solar Tech Full Matrix Message Board VMS
1546	Solar Tech Full Matrix Message Board VMS
1547	Solar Tech Full Matrix Message Board VMS
1548	Solar Tech Full Matrix Message Board VMS
1549	Solar Tech Full Matrix Message Board VMS
155	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
1550	Wanco Message Board
1551	Wanco Message Board
156	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
157	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
158	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
159	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
160	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
1601	Solar Tech Arrowboard Silent Sentinel
1602	Solar Tech Arrowboard Silent Sentinel
1604	Solar Tech Arrowboard Silent Sentinel
1605	Solar Tech Arrowboard Silent Sentinel
1606	Solar Tech Arrowboard Silent Sentinel
1607	Solar Tech Arrowboard Silent Sentinel
1610	Allmand Arrow Board Solar
1611	Allmand Arrow Board Solar
1617	Allmand Arrow Board Solar
162	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
163	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
1636	Solar Tech Arrow Board Solar
1637	Allmand Arrow Board Solar
164	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
1646	Allmand Arrow Board Solar
1647	Allmand Arrow Board Solar
1649	Allmand Arrow Board Solar
165	Sullivan Palatek D210UHJD4 210 CFM 150 PSI Air Compressor
166	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor
167	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor
1673	Arrow Master Arrow Board
1675	Wanco WTSV-LSA Arrow-board trailer w/ 15-light display
1677	Wanco WTSV-LSA Arrow-board trailer w/ 15-light display
1678	Wanco WTSV-LSA Arrow-board trailer w/ 15-light display
1679	Wanco WTSV-LSA Arrow-board trailer w/ 15-light display
168	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor
1680	Wanco WTSV-LSA Arrow-board trailer w/ 15-light display
1681	Wanco WTSV-LSA Arrow-board trailer w/ 15-light display
1682	Wanco WTSV-LSA Arrow-board trailer w/ 15-light display
169	Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor
170	Wacker Double Drum Asphalt Compactor RD-12A
1707	CAT CB4.0 Asphalt Roller
1708	CAT CB10-02A Tandem Vibratory Roller
1709	CAT CB10-02A Tandem Vibratory Roller
172	Ingersoll Rand Roller DD90HF
173	Volvo Roller DD90HF
174	Volvo Roller DD90HF
175	Dynapac Asphalt Roller CC1200
176	Sakai Walk Behind Roller
177	CAT CB24B Tandem Vibratory Roller
178	Sakai Walk Behind Roller
179	Weber CR8 MDM Plate Tamper
180	Weber CR7 CCD Plate Tamper
1804	Husqvarna FS7000D 42" Concrete Walk Behind Saw
1808	Husqvarna FS5000D 26" Concrete Walk Behind Saw
1809	Husqvarna FS5000D 30" Concrete Walk Behind Saw
182	Rotair D425T4F Tow-Behind Compressor
183	EDCO Walk Behind Saw
1900	Multiquip DLW-400ESA Welding Machine
1904	Multiquip Welder 400 AMP Dual
191	CAT CB34B Roller
1910	KOCO Compact Stud Welder
1911	Miller Welder 700 Amp
1912	Miller Trailblazer 302 Diesel Welder- Generator
1914	Miller Trailblazer 325 Diesel Welder - Generator

1918	Lincoln Electric TorchmateX 5x10 Plasma Cutting Table
192	Hyster Static Roller C340C
200	Kawasaki Mule
2001	Titan Track Mobile
201	Kawasaki Mule
204	Hyster H50FT Forklift
205	Bobcat Skid Steer S100
206	Mitsubishi FG25N 5,000 LB. Dual Fuel GAS/LPG Forklift
2102	Toyota 8,000lb Diesel Forklift
2103	Mitsubishi FG25N 5,000 LB. Dual Fuel GAS/LPG Forklift
2104	Toyota 6,500lb Diesel Forklift
212	CAT Track Skid Steer 299D
213	Ingersoll Rand Forklift Plant
215	CAT Skid Steer Loader 272D2 XHP W/ Cold Planer
216	JCB 940-4 8,000 LB Rough Terrain Forklift
217	John Deere 331G Compact Track Loader
218	Volvo RT Excavator EW210D
219	CAT Excavator 320E LRR
220	John Deere 333G Compact Track Loader
2201	John Deere 330G Skid Steer
2202	John Deere 330G Skid Steer
2203	CAT 272D3XE Skid Steer w/ Cold Planer
221	Volvo RT Excavator EW210C
222	Volvo RT Excavator EW210C
223	Volvo RT Excavator EW210C
228	CAT 259D Compact Track Loader
229	CAT 259D Compact Track Loader
233	CAT M316F Wheeled Excavator
234	John Deere 50G Compact Excavator
235	John Deere 60G Compact Excavator
236	John Deere 85G Compact Excavator
237	John Deere 245G LC Excavator
240	John Deere 345G LC Excavator
245	John Deere 345G LC Excavator
246	CAT Excavator 308E
247	CAT Excavator 308E
251	CAT Excavator 320E LRR
252	CAT RT Excavator M322F
253	CAT RT Excavator M322F
262	CAT Excavator 303.5E
266	CAT Excavator 320E LRR
267	Volvo ECR28 Compact Excavator
269	Volvo ECR58D Compact Excavator
270	Volvo ECR88D Compact Excavator
273	John Deere 245G LC Excavator
274	CAT 349F L Hydraulic Excavator
275	Volvo ECR88D Compact Excavator
276	John Deere 245G LC Excavator
277	John Deere 245G LC Excavator
278	CAT 349F L Hydraulic Excavator
279	John Deere 245G LC Excavator
284	John Deere 50G Compact Excavator
285	John Deere 60G Compact Excavator
286	Hitachi ZX135 Mid-Size Excavator
288	CAT 308 Excavator
289	CAT M316F Wheeled Excavator
290	CAT M322F Wheeled Excavator
2900	McElroy Fusion Machine 12"
2901	McElroy Fusion Machine 8"
2902	McElroy Fusion Machine 8"
2903	McElroy Fusion Machine 4"
2904	McElroy Fusion Machine 4"
2905	McElroy Fusion Machine 4"
2906	Koncentra Fusion Machine 4"
2907	Koncentra Fusion Machine 4"
2908	McElroy Fusion Machine 2"
2909	McElroy Rolling 28 Pipe Fusion Machine 2" IPS - 8" DIPS
292	Wacker Neuson EW100 Wheeled Excavator
293	John Deere 470G Hydraulic Excavator
294	CAT RT Excavator M322F
295	CAT M316 Wheeled Excavator
296	John Deere 470P Excavator
299	Antraquip Mixing/Cutting Attachment AQ4-XL-SM
3003	John Deere 410E Articulated Dump Truck
3022	Grizzly
3023	American Shoring Manhole Box 10'X10' X8'
3024	American Shoring Manhole Extension 4'x12'

3025	Wilson Car Unloader
3026	American Shoring Shoring Box 8'X10'
3027	American Shoring Shoring Box 8'X24'
333	CAT Backhoe Loader 430F
3340	Isuzu Air Compressor
336	CAT Backhoe Loader 420D
338	CAT Backhoe Loader 420D
339	CAT Backhoe Loader 420D
3401	CAT Payloader 950M
3402	CAT Payloader 924G
354	John Deere Backhoe Loader 410L
355	CAT Backhoe Loader 420-07ST
356	CAT Backhoe Loader 420-07ST
363	John Deere 744L Wheel Loader
364	John Deere 744L Wheel Loader
365	John Deere 744L Wheel Loader
366	CAT 966M Wheel Loader
368	CAT 938M Wheel Loader
369	John Deere 744L Wheel Loader
378	Volvo Payloader L150F
380	Volvo Payloader L150F
381	Komatsu Payloader WA4505
385	CAT Payloader 938G
392	CAT Payloader 966G
393	CAT Payloader 966K
394	CAT Payloader 966K
395	CAT Payloader 966M
400	Chincoteague Boat 20'
4001	Trimble Dozer GPS Setup GCS900 DualM5992
4002	Trimble Excavator GPS Setup GC5900 DualM5992
4003	Trimble GCS900 Dual MS992 GPS
4004	Trimble GCS900 Dual MS992 GPS
4005	Trimble GCS900 Dual MS992 GPS
4006	3D Upgrade for CAT AP 1055F Mobil-Trac Paver
4007	Trimble EarthWorks Dozer Grade Control System
402	Venture Boat Trailer
403	Highfield UL340CSM 11'-3" Inflatable Boat - 5 Person
404	Highfield CL340CSM 11'-3" Inflatable Boat - 5 Person
406	Aluminum 20' Work Boat with Yamaha 115 hp outboard engine
408	Highfield 11'-3" Inflatable Boat - 5 Person
409	Highfield 11'-3" Inflatable Boat - 5 Person
410	Highfield 11'-3" Inflatable Boat - 5 Person
4103	Trimble Tablet PC SCS900
4105	Trimble Tablet PC SCS900
4106	Trimble Tablet PC SCS900
4107	Trimble Tablet PC SCS900
4108	Trimble Tablet PC SCS900
4109	Trimble Tablet PC SCS900
411	Highfield 11'-3" Inflatable Boat - 5 Person
4110	Trimble Tablet PC SCS900
412	Highfield 12' Aluminum Boat
413	Cruisers 21' Fiberglass Boat
4201	Trimble Rover SPS882 with base option
4202	Trimble Rover SPS882
4203	Trimble Rover SPS882
4204	Trimble Rover SPS882
4205	Trimble Rover SPS882
4206	Trimble Rover SPS882
4207	Trimble Rover SPS985 w/ Base Station
4208	Trimble Rover R780
4209	Trimble Rover R780
4301	Trimble Base Station SP852
4302	Trimble Base Station SPS882 900 mhz
4303	Trimble Base Station SPS882 900 mhz
4304	Trimble Base Station SP882 900 mhz
4305	Trimble Base Station SPS882 900 mhz
4306	Trimble Robotic Total Base Station
4307	Trimble Robotic Total Base Station
434	Link-Belt TCC 750 Telescopic Crawler Crane
436	Link-Belt TCC-800 Telescopic Crawler Crane
4401	Trimble Base Reapter Kit
4501	Trimble Laser SR300
4502	Trimble Active Target GC
4503	SPS930 Robotic UTS DR Plus
4504	Trimble Site Tablet w/ SCS900
4505	Trimble MultiTrack Target
4506	SPS930 Robotic UTS DR Plus

[redacted]

4507	SPS930 Robotic UTS DR Plus
4508	SPS930 Robotic UTS DR Plus with TSC7
4509	Trimble TSC7 Data Collector
4510	Trimble TSC7 Data Collector
4511	Trimble T10 Tablet
4512	Trimble TSC7 Data Collector
4513	SPS930 Robotic UTS DR Plus
4514	Trimble T7 Tablet
4515	SPS930 Robotic ATS Total Station
4516	SPS930 Robotic ATS Total Station
4517	Trimble TSC7 Data Collector
4518	Trimble TSC7 Data Collector
4519	Trimble TSC7 Data Collector
4520	Trimble TSC7 Data Collector
4521	SPS930 Robotic UTS DR Plus w/MC Option
4522	Trimble T7 Tablet
4523	Trimble X9 Kit w/ T10 Tablet
4524	SPS930 Robotic UTS DR Plus w/MC Option
4525	Trimble T7 Tablet
4526	SPS930 Robotic UTS DR Plus w/MC option - 1/1
4527	Trimble T7 Tablet
4528	SPS930 Robotic UTS DR Plus w/MC option - 1/1
4529	Trimble TSC7 Data Controller
4530	Trimble TSC7 Data Controller
4531	Trimble Rover R780
4532	Trimble Rover R780
4601	Focus 3D-X330 Scanner
4602	Focus 3D-X330 Scanner
4606	Trimble Receiver
4700	DJI Mavik 3 Drone
4707	Trimble TSC3
474	CAT Paver AP555F
476	CAT Paver AP1055F
477	CAT Paver AP1055F
4800	GeoVISION Deluxe Borehole Camera System
481	Allen SE12 Steel Engine Driven Truss Screed
481A	Allen WB1824 Powered Work Bridge
482	CAT Paver AP1055-07A (Next Gen)
5002	BidWell Concrete Paver
5005	Griffin Diesel Pump 10"
5007	Putzmeister Concrete Pump Trailer Mounted 54 yd^3/hr
5008	Hydra-Tech HT25DYS Portable Hydraulic Power Unit
5009	Putzmeister Concrete Pump Trailer Mounted 40 yd^3/hr
5012	Liebherr THS110 K-D4F Crawler Pump
5014	Gomaco GT-3300 Slipform Paver
5015	BidWell 3600HD 24' Concrete Paver
509	CAT Dirt Roller CS56B
511	CAT Dirt Roller CS563C
550	Lynx 500 20x88 Big Bowl Centrifuge
551	Telescopic Centrifuge Stand Assembly
5705	Lay Mor Tow Behind Sweeper
5706	Lay Mor Tow Behind Sweeper
5707	Lay Mor Tow Behind Sweeper
5708	Elgin Broom Badger Street Sweeper
5709	ODRA MT4H Street Sweeper
594	Pearson PH2200 70T Water Chiller
595	Digga Torque Logic Hub Kit
596	Digga SD 95 Anchor Drive w/ Linkage & Ryno Hitch Assembly
597	Digga MD 110 Anchor Drive w/ Linkage & Ryno Hitch Assembly
598	Comacchio 520mm Clamp w/ Hyd Valve Bank & Docking Sled
599	Double Clamp Series 45-520mm
600	Double Clamp Series 45-520mm
603	Cemen Tech Mixing Silo
604	YBM SG-30SV GROUT PUMP - 440L/min
607	Blend A240 Tre Concrete Plant
608	El Cinco TD-116 Cement Storage PIG
609	CemenTech 200 Barrel Portable Silo
611	Tecniwell 1.5 Ton Mini Silo With Screw Conveyor
612	Belgrade 200 Barrel Low Profile Silo
613	Belgrade 350 Barrel Portable Silo
6205	Kenworth T880 Tractor
6206	Kenworth T880 Tractor
6207	Kenworth T880 Tractor
6208	Kenworth T880 Tractor
6209	Kenworth T880 Tractor
622	Peterbuilt 357 Flat Truck
623	Kenworth T800 Boom Truck

624	Kenworth T800 Boom Truck
625	Kenworth T800 Boom Truck
626	Peterbilt 367 Boom Truck
627	Kenworth T800 Tri Axle Tractor
628	Kenworth T800 Tri-Axle Tractor
629	Kenworth T800 Tri Axle Tractor
631	Peterbilt 367 VAC Truck
632	Peterbilt 348 Vac Truck
635	Mack R7W Tractor
636	Kenworth T880 Tractor
640	Phoenix Concrete Front Mixer Truck
641	Phoenix Concrete Front Mixer Truck
642	Phoenix Concrete Front Mixer Truck
643	Peterbilt 348 Concrete Mixer Truck
644	Peterbilt 348 Concrete Mixer Truck
645	Peterbilt 348 Concrete Mixer Truck
646	Mack GR64B Concrete Mixer Truck
647	Mack GR64B Concrete Mixer Truck
648	Load Rite 5 STARR Aluminum Tandem Bunk Boat Trailer
649	Continental CTA3517B-17000 Boat Trailer
650	EZ Load Boat Trailer
651	AmeraTrail A52224TMB Boat Trailer
652	Big Tex 7x16 Utility Trailer with Sides
657	Trail King TK40LP Tagalong Trailer
659	Trail King TK40LP Tag Trailer
6600	Sullair Compressor 185CFM
6601	Sullair Compressor 185CFM
6602	Ingersoll Rand Compressor 185CFM
6603	Ingersoll Rand Compressor 185CFM
6604	Ingersoll Rand Compressor 185CFM
6605	Ingersoll Rand Compressor 185CFM
6606	Ingersoll Rand Compressor 185CFM
6607	Ingersoll Rand Compressor 185CFM
670	Loadstar 75/60Ton Lowbed Trailer
670A	Loadstar Pin on Axle
671	Fontaine Flatbed Trailer
672	Fontaine Flatbed Trailer
673	Fontaine Flatbed Trailer
674	Fontaine Flatbed Trailer
675	Fontaine Lowbed 55 Ton Trailer
676	Transcraft DTL3000 Flatbed Trailer
677	Transcraft EDTL3000 Extendable Flatbed Trailer
680	XL Specialized 48' Double Drop Detach Trailer
6800	Flatbed Trailer
6801	Flatbed Trailer-Roller Trailer
6802	Pace America Work Sport Box Trailer
6803	Pace America Work Sport Box Trailer
6804	Kaufman Trailer
6805	2003 Haull
6807	Fontaine 48' Drop Deck WSA Trailer
6808	Great Dane 53' Drop Deck Trailer
681	Trail King Low Bed Trailer
6814	Stephens 1000 cu. ft. Pneumatic Trailer
6815	Stephens 1000 cu. ft. Pneumatic Trailer
6816	Stephens 1000 cu. ft. Pneumatic Trailer
6817	Stephens 1000 cu. ft. Pneumatic Trailer
6818	Vantage S85 Aluminium End Dump Trailer
6819	Vantage S85 Aluminium End Dump Trailer
681A	Trail King Flip Axle
682	Superior M80 Lowbed Trailer
6820	Vantage S85 Aluminium End Dump Trailer
6821	Vantage S85 Aluminium End Dump Trailer
6822	Vantage S85 Aluminium End Dump Trailer
6823	CTS BDT-40 Pack Mule Steel Belly Dump Trailer
6824	CTS BDT-40 Pack Mule Steel Belly Dump Trailer
6825	CTS BDT-40 Pack Mule Steel Belly Dump Trailer
6826	CTS BDT-40 Pack Mule Steel Belly Dump Trailer
6827	CTS BDT-40 Pack Mule Steel Belly Dump Trailer
682A	Superior J65 Lowbed Jeep
682B	Jeep Axle
682C	Flip Axle
682D	Flip Axle w/Lights
683	Fontaine Double Drop Lowboy Trailer
684	Wabash Flatbed Trailer
685	Wabash Flatbed Trailer
686	Wabash Flatbed Trailer
688	Wabash Flatbed Trailer

689	Wabash Flatbed Trailer
690	Wabash Flatbed Trailer
692	Wabash Flatbed Trailer
693	Wabash Flatbed Trailer
694	Wabash Flatbed Trailer
695	Wabash Flatbed Trailer
696	Wabash Flatbed Trailer
697	Fontaine Flatbed Trailer
699	Econoline 18' Trailer 7-Ton Landscape Dovetail (Loader Tote)
700	Econoline 18' Trailer 7-Ton Landscape Dovetail (Loader Tote)
7034	Mitsubishi Fuso
705	Econoline 18' Trailer 7-Ton Landscape Dovetail (Loader Tote)
7057	Hino L6 Utility Truck
706	4300 International Water Truck
709	Doosan Generator 450KW
710	Doosan G125WCU-3Q-T4i Portable Generator - 103kW
7100	Kenworth T480 4,000 Gallon Water Truck
7108	Kenworth T480 4,000 Gallon Water Truck
716	Kenworth T280 Service Truck
717	Kenworth T280 Service Truck
718	Kenworth T280 Service Truck
719	Kenworth T280 Service Truck
724	Hino 258ALP Service Truck
725	Kenworth T370 Hook Truck
726	Hino 258ALP Utility Truck
727	Hino 258ALP Utility Truck
728	Hino 258ALP Utility Truck
729	Hino 258ALP Utility Truck
730	Hino 258ALP Service Truck
731	Ford F550 Compressor Truck
732	Hino Utility Truck
733	Hino 258ALP Utility Truck
734	Hino 258ALP Utility Truck
735	Hino 258ALP Utility Truck
736	Hino 258ALP Utility Truck
737	Hino 258ALP Utility Truck
738	Hino 258ALP Utility Truck
739	Hino 258ALP Utility Truck
740	Hino 258ALP Utility Truck
741	Hino 258ALP Utility Truck
742	Hino 258ALP Utility Truck
743	Hino 258ALP Utility Truck
744	Hino 258ALP Utility Truck
745	Hino 258ALP Utility Truck
746	Hino 258ALP Utility Truck
747	Hino 258ALP Utility Truck
748	Hino 258ALP Utility Truck
749	Hino 258ALP Utility Truck
750	Hino 258ALP Utility Truck
7505	Mack 18' TMA4 Attenuator Truck
7506	Mack 18' TMA4 Attenuator Truck
7507	Freightliner15' TMA3 Attenuator Truck
7508	Freightliner15' TMA3 Attenuator Truck
751	Hino 258ALP Utility Truck
752	Hino 258ALP Utility Truck
753	Hino 258ALP Utility Truck
754	Hino 258ALP Utility Truck
760	Chevrolet Express G4500 Rack Truck
761	International 4200 Flatbed Dump
762	Chevrolet Express G4500 Flatbed Dump
763	Hino 258ALP Utility Truck
764	Hino 258ALP Utility Truck
765	Hino 258ALP Utility Truck
767	Hino 258ALP Utility Truck
768	Hino 258ALP Utility Truck
769	Hino 258ALP Utility Truck
770	Hino 258ALP Utility Truck
771	Hino 258ALP Utility Truck
772	Hino 258ALP Utility Truck
773	Hino 258ALP Utility Truck
777	Ford F750 Water Truck 2000 Gallons
780	Ford F550 Service Truck
7800	Ford F550 XL Supercab 4x2 Rack Truck
7801	Ford F550 XL Supercab 4x4 Rack Truck
7802	Hino L6 Rack Truck
781	Ford F550 Service Truck
782	Ford F550 Service Truck

783	Kenworth T370 Service Truck
784	Hino 258ALP Service Truck
785	Kenworth T370 Service Truck
787	Chevrolet 5500HD Rack Truck
788	Ford E450 Box Truck w/ Airman PDS185 Compressor
789	Ford F550 Rack Body
790	Ford F650 Flatbed Dump
7901	Chevrolet Silverado 2500HD Crew Cab with Utility Body
7902	Chevrolet Silverado 3500HD Double Cab with Utility Body
7903	Chevrolet Silverado 3500HD Crew Cab with Utility Body
7904	Chevrolet Silverado 2500HD Crew Cab with Utility Body
7912	Chevrolet Silverado 3500HD Double Cab with Utility Body
7913	Chevrolet Silverado 3500HD Double Cab with Utility Body
7914	Ford F-550 Crew Cab with Utility Body
793	Chevrolet Silverado 3500 Chassis Cab WT
794	Chevrolet Silverado 3500 Chassis Cab WT
795	Ford F550 Welding Truck
796	Chevrolet Silverado 3500 Chassis Cab WT
797	Ford F650 Flatbed Dump
798	Ford F650 Flatbed W/ Water Tank
8000	Faro 3D Scanner
8001	Faro 3D Scanner
8002	Chevrolet Silverado 2500HD Double Cab 4WD
8003	Chevrolet Silverado 2500HD Double Cab 4WD
8004	Ford F250 XL Super Duty Crew Cab 4x4
8005	Chevrolet Silverado 1500 Crew Cab 4WD
8006	Chevrolet Silverado 1500 Regular Cab 4WD
8007	Chevrolet Silverado 1500 Regular Cab 4WD
8008	Chevrolet Silverado 2500HD Double Cab 4WD
8009	Chevrolet Silverado 2500HD Double Cab 4WD
801	Chevrolet Pickup 1500 Double Cab 4WD
8010	Chevrolet Silverado 1500 Crew Cab 4WD
8011	Chevrolet Silverado 1500 Crew Cab 4WD
8012	Chevrolet Silverado 1500 Crew Cab RST
8013	Chevrolet Silverado 1500 Crew Cab RST
8014	Chevrolet Silverado 1500 Crew Cab RST
8015	Chevrolet Silverado 2500HD Crew Cab LTZ
8016	Chevrolet Silverado 1500 Crew Cab RST
8017	Chevrolet Silverado 2500HD Double Cab 4WD
8018	Chevrolet Silverado 2500HD Double Cab 4WD
8019	Chevrolet Silverado 2500HD Double Cab 4WD
8020	Toyota Tundra SR Double Cab Long Bed 4WD
8022	Chevrolet Silverado 2500HD Double Cab 4WD
8023	Chevrolet Silverado 2500HD Double Cab 4WD
8024	Chevrolet Silverado 2500HD Crew Cab High Country
8025	Chevrolet Silverado 2500HD Crew Cab 4WD
8026	Chevrolet Silverado 2500HD Crew Cab 4WD
8027	Chevrolet Silverado 2500HD Crew Cab 4WD
8028	Chevrolet Silverado 2500HD Crew Cab High Country
8029	Chevrolet Silverado 2500HD Double Cab 4WD
803	Chevrolet Pickup 2500HD Double Cab 4WD
8030	Chevrolet Silverado 2500HD Double Cab 4WD
8031	Chevrolet Silverado 1500 Crew Cab 4WD
8033	Chevrolet Silverado 1500 Crew Cab 4WD
8034	Chevrolet Silverado 2500HD Double Cab 4WD
8035	Chevrolet Silverado 2500HD Double Cab 4WD
8036	Chevrolet Suburban 4WD
8039	Chevrolet Silverado 2500HD Double Cab 4WD
8040	Chevrolet Silverado 2500HD Double Cab 4WD
8041	Chevrolet Silverado 2500HD Double Cab 4WD
8042	Chevrolet Silverado 2500HD Double Cab 4WD
8043	Chevrolet Silverado 2500HD Double Cab 4WD
8044	Chevrolet Silverado 2500HD Crew Cab 4WD
8045	Chevrolet Silverado 2500HD Crew Cab 4WD
8046	Chevrolet Silverado 2500HD Crew Cab 4WD
8047	Chevrolet Silverado 2500HD Crew Cab 4WD
8048	Chevrolet Silverado 2500HD Crew Cab 4WD
8049	Chevrolet Tahoe Z71
8051	Chevrolet Silverado 1500 Double Cab 4WD
8052	Chevrolet Silverado 1500 Double Cab 4WD
8053	Chevrolet Suburban 4WD Z71
806	Ford F150 SuperCab 8' Bed
807	Chevrolet Pickup 1500 Crew Cab 4WD
8072	Chevrolet Silverado 2500HD Crew Cab 4WD
8073	Chevrolet Silverado 2500HD Crew Cab 4WD
8074	Chevrolet Silverado 2500HD Crew Cab 4WD
8075	Chevrolet Silverado 2500HD Crew Cab 4WD

[redacted]

8076	Chevrolet Silverado 2500HD Crew Cab 4WD
8077	Chevrolet Silverado 1500 Crew Cab 4WD
8078	Ford F150 Limited
8079	Chevrolet Silverado 1500 Crew Cab 4WD
8080	Chevrolet 2500 Express Cargo Van
8081	Chevrolet Silverado 1500 Crew Cab 4WD
8082	Chevrolet Silverado 1500 Crew Cab 4WD
8083	Chevrolet Silverado 2500HD Crew Cab 4WD
8084	Chevrolet Silverado 2500HD Crew Cab 4WD
8085	Chevrolet Silverado 2500HD Crew Cab 4WD
8086	Chevrolet Silverado 2500HD Crew Cab 4WD
8087	Chevrolet Silverado 2500HD Crew Cab 4WD
8088	Chevrolet Silverado 1500 Crew Cab 4WD
8089	Chevrolet Silverado 1500 Crew Cab 4WD
8090	Cheverolet Silverado 2500HD Crew Cab
8092	Ford Transit 350 High Roof Extended AWD
8093	Chevrolet Silverado 2500HD Crew Cab 4WD
8094	Chevrolet Silverado 2500HD Crew Cab 4WD
8095	Chevrolet Silverado 2500HD Crew Cab 4WD
8099	Chevrolet Silverado 2500HD Double Cab 4WD
8100	Chevrolet Silverado 2500HD Double Cab 4WD
8101	Chevrolet Silverado 2500HD Double Cab 4WD
8102	Chevrolet Silverado 2500HD Double Cab 4WD
8103	Chevrolet Silverado 2500HD Double Cab 4WD
8104	Chevrolet Silverado 2500HD Double Cab 4WD
811	Chevrolet Pickup 2500HD Crew Cab 4WD
812	Chevrolet Pickup 2500HD Double Cab 4WD
813	Chevrolet Pickup 2500HD Double Cab 4WD
814	Chevrolet Pickup 2500HD Crew Cab 4WD
815	Ford E250 Van
816	Ford E250 Van
817	Ford F250 Superduty Crew Cab XL
818	Ford F250 Superduty Crew Cab XL
821	Ford F150 SuperCab 8' Bed
823	Chevrolet Silverado 1500 Crew Cab RST Standard Bed 4WD
825	Chevrolet Pickup 2500HD Crew Cab 4WD
826	Chevrolet Silverado 2500HD Double Cab 4WD
827	Chevrolet Pickup 2500HD Crew Cab 4WD
830	Ford E350 Van
832	Ford F250 Pick Up
834	Chevrolet Silverado 2500HD Double Cab 4WD
836	Ford F150 SuperCab 8' Bed
837	Chevrolet Express 3500 Cargo Van 155"
839	Chevrolet Pickup 1500 Crew Cab 4WD
840	Ford F250 Pick Up
844	Ford F150 Pick Up
847	Chevrolet Silverado 2500HD Crew Cab 4WD
848	Chevrolet Silverado 2500HD Crew Cab 4WD
849	Chevrolet Silverado 2500HD Crew Cab 4WD
850	Chevrolet Silverado 2500HD Crew Cab 4WD
851	Chevrolet Silverado 2500HD Double Cab 4WD
852	Ford F150 SuperCrew Cab XLT
853	Chevrolet Pickup 1500 Crew Cab 4WD
854	Ford E250 Van
855	Ford E250 Van
856	Chevrolet Silverado 2500HD Double Cab 4WD
857	Ford E250 Van
858	Ford E250 Van
859	Ford F150 SuperCrew Cab XLT
860	Chevrolet Express 3500 Cargo Van 155"
862	Chevrolet Silverado 2500HD Double Cab 4WD
863	Chevrolet Express 3500 Cargo Van 155"
866	Chevrolet Silverado 2500HD Double Cab 4WD
868	Weber MT CR 7 HD Reversible Soil Compactor
870	Chevrolet Pickup 2500HD Double Cab 4WD
872	Chevrolet Colorado Extended Cab 4WD
873	Chevrolet Pickup 2500HD Double Cab 4WD
874	Chevrolet Pickup 2500HD Crew Cab 4WD
875	Chevrolet Pickup 2500HD Crew Cab 4WD
876	Chevrolet Pickup 2500HD Double Cab 4WD
877	Chevrolet Pickup 2500HD Double Cab 4WD
878	Chevrolet Express 3500 Cargo Van 155"
879	Chevrolet Express 3500 Cargo Van 155"
880	Chevrolet Express 3500 Cargo Van 155"
881	Chevrolet Pickup 1500 Regular Cab 4WD
882	Chevrolet 1500 WT Regular Cab 4WD
885	Chevrolet Pickup 1500 Regular Cab 4WD

887	Chevrolet Pickup 2500HD Double Cab 4WD
888	Chevrolet Pickup 2500HD Double Cab 4WD
889	Chevrolet Pickup 2500HD Double Cab 4WD
890	Chevrolet Pickup 2500HD Double Cab 4WD
8900	Containment Solutions 280 Gallon Double-Wall Lube Cube
891	Falcon MI10259 4 Ton Asphalt Trailer "Hot Box"
892	Chevrolet Pickup 2500HD Double Cab 4WD
894	MMD Airman SDG25S 25kva Generator
896	Tecniwell Diesel Grout Mixing Plant TWMG57/D Special Layout
897	Chevrolet Express 3500 Cargo Van 155"
898	Tecniwell Diesel Grout Mixing Plant TWMG57/D
900	Godwin 6" Jet Pump
9000	8' x 10' Ground Level Storage Container w/ Swing Doors
9001	8' x 10' Ground Level Storage Container w/ Swing Doors
9002	8' x 10' Ground Level Storage Container w/ Swing Doors
9003	8' x 20' Ground Level Storage Container w/ Swing Doors
9004	8' x 20' Ground Level Storage Container w/ Swing Doors
9005	8' x 20' Ground Level Storage Container w/ Swing Doors
9006	8' x 20' Ground Level Storage Container w/ Swing Doors
9007	8' x 20' Ground Level Storage Container w/ Swing Doors
9009	8' x 20' Ground Level Storage Container w/ Swing Doors
9010	8' x 20' Ground Level Storage Container w/ Swing Doors
9011	8' x 10' Ground Level Storage Container w/ Swing Doors
9012	8' x 20' Ground Level Storage Container w/ Swing Doors
9013	8' x 20' "Shanty" Container w/ Swing Doors
9014	8' x 20' Ground Level Storage Container w/ Swing Doors
9015	8' x 20' Ground Level Storage Container w/ Swing Doors
9017	8' x 10' Ground Level Storage Container w/ Swing Doors
9018	8' x 10' Ground Level Storage Container w/ Swing Doors
9019	8' x 20' Ground Level Storage Container w/ Swing Doors
9020	8' x 20' Ground Level Storage Container w/ Swing Doors
9022	8' x 20' Ground Level Storage Container w/ Swing Doors
9023	8' x 10' Ground Level Storage Container w/ Swing Doors
9024	8' x 10' Ground Level Storage Container w/ Swing Doors
9025	8' x 20' Ground Level Storage Container w/ Swing Doors
9026	8' x 20' "Shanty" Container w/ Swing Doors
9027	8' x 20' Ground Level Storage Container w/ Swing Doors
9028	8' x 20' Ground Level Storage Container w/ Swing Doors
9029	8' x 20' Ground Level Storage Container w/ Swing Doors
9030	8' x 20' Ground Level Storage Container w/ Swing Doors
9031	8' x 10' Ground Level Storage Container w/ Swing Doors
9032	8' x 10' Ground Level Storage Container w/ Swing Doors
9033	8' x 20' Ground Level Storage Container w/ Swing Doors
9034	8' x 10' Ground Level Storage Container w/ Swing Doors
9035	8' x 20' Ground Level Storage Container w/ Swing Doors
9036	8' x 20' Ground Level Storage Container w/ Swing Doors
9037	8' x 20' Ground Level Storage Container w/ Swing Doors
9048	8' x 20' Ground Level Storage Container w/ Swing Doors
907	Hydraulic Breaker BXR100
910	Ironmaster Rebar Bender
916	Multiquip Generator 60-200KW
918	Pendrill Grout Plant PD1011
920	Rusmar PFU800/25
9206	MTBM AVN 1200TB M-1562M
922	Comacchio MC8DHT Hydraulic Crawler Mounted Drill Rig
923	Comacchio MC15HT Hydraulic Crawler Mounted Drill Rig
924	Comacchio MC28HD Hydraulic Crawler Drill Rig
925	Comacchio MC24HT Hydraulic Crawler Mounted Drill Rig
927	Scheltzke Grout Mixing Plant MPS 510
928	Scheltzke Grout Mixing Plant MPS 510
936	Montabert 501 NG 2,000 ft-lb Med Hydraulic Breaker
9400	CAT XQ100N Generator
941	Ironmaster Bar Bender
943	Doosan Generator G70
945	CAT D349 Generator 775kW 480V
949	Rototilt Grapple
951	Godwin Dri-Prime HL80M Diesel Pump 3"
955	Rototilt RT60
956	Ice Drill EX- 25
957	Bauer RTG RG-19T Piling Rig
958	Rototilt RT80
9609	Scheltzke 510 Grout Plant
961	McMillen Auger Drive (CAT 318)
9613	Belgrade 300 Low Profile Silo
964	CAT Hydraulic Hammer H120S
965	Griffin Wellpoint Pump 8 WPRD
9700	ID HP3000 Rock Hammer

9702	Amida Light Tower
9704	Multiquip Concrete Mixer
9706	Scheitzke RS 3000-HY Holding Tank - 792 Gal.
976	ABI Mobilram TM 14/17V
976A	ABI Vibratory Hammer 14 17V
981	HEMH12 w/ TEI1000 10" Breaker Horizontal Rotator
984	ABI Doub Case Clamp (24"-48")
985	ABI Doub Case Clamp (18"-48")
989	Rusmar PFU800/40
990	APE VM 250 Variable Moment
9901	Center Rock Scorpion (Breakout Tool)
990A	APE Doub Cass Clamp 24"-48"
995	Truck Wheelwash
996	Rusmar PFU400/25
997	Titan Truck Scale 70'x10 2 sec
998	Center Rock Scorpion (Breakout Tool)
999	Center Rock Scorpion (Breakout Tool)
AB2001	CAT BA30 Hydraulic Angle Broom - 36" Dia. x 118" Wd.
AB2003	CAT BA30 Hydraulic Angle Broom - 36" Dia. x 118" Wd.
CB001	GAR-BRO 1 yd. Lightweight Laydown Bucket
CB002	GAR-BRO 2 yd. "Combo" Bucket w/ Lifting Bail & Fork Pockets
CB003	GAR-BRO 2 yd. "Combo" Bucket w/ Lifting Bail & Fork Pockets
CB004	GAR-BRO 1/3 yd. Lightweight Round-Gate Bucket
CB005	GAR-BRO 1 yd. Lightweight Laydown Bucket
CSK-0001	300 Watt Reomte Power System - Kit Designed for 50.4 Ah/day
CSK-0002	Custom 80 Watt Remote Power System
CSK-0023	200 Watt Remote Power System
CSK-0025	200 Watt Remote Power System
CSK-0026	200 Watt Remote Power System
CSK-0029	200 Watt Remote Power System
CSK-0030	200 Watt Remote Power System
ES1001	EZ-HD08 Heavy Duty Double Cylinder Pole Claw 2,500lb Rating
ES1002	EZ-HD08 Heavy Duty Double Cylinder Pole Claw 2,500lb Rating
HB9001	Montabert 501 NG 2,000 ft-lb Med Hydraulic Breaker
HB9002	Montabert V32 5,000 ft-lb Variable Speed Hydraulic Breaker
HB9003	Montabert V4500 13,000 ft-lb 2-Speed Heavy Hydraulic Breaker
HB9005	Montabert V32 5,000 ft-lb Variable Speed Hydraulic Breaker
HB9007	Montabert SC-42 1,250 ft-lb Compact Hydraulic Breaker
HB9009	Montabert SC-42 1,250 ft-lb Compact Hydraulic Breaker
HB9010	Montabert SC-16 350 ft-lb Compact Hydraulic Breaker
HB9011	Montabert SC-36 1,000 ft-lb Compact Hydraulic Breaker
HB9013	Montabert M900 3,000 ft-lb Medium Hydraulic Breaker
HB9014	Montabert M900 3,000 ft-lb Medium Hydraulic Breaker
HB9015	Montabert V46 7,500 ft-lb Variable Speed Hydraulic Breaker
HB9016	Montabert V32 5,000 ft-lb Variable Speed Hydraulic Breaker
HB9017	Montabert SC-28 750 ft-lb Compact Hydraulic Breaker
HB9018	Montabert SC-42 1,250 ft-lb Compact Hydraulic Breaker
HB9019	Montabert SC-50 1,500 ft-lb Compact Hydraulic Breaker
HB9020	Montabert SC-42 1,250 ft-lb Compact Hydraulic Breaker
HB9021	Montabert SC-28 750 ft-lb Compact Hydraulic Breaker
HB9022	Montabert SC-36 1,000 ft-lb Compact Hydraulic Breaker
HB9023	Montabert M900 3,000 ft-lb Medium Hydraulic Breaker
HB9024	Montabert SC-42 1,250 ft-lb Compact Hydraulic Breaker
HB9026	Montabert M900 3,000 ft-lb Medium Hydraulic Breaker
HB9027	Montabert M900 3,000 ft-lb Medium Hydraulic Breaker
PC-1532	Wanco WTMMB Message Board
PC-1552	Ver-Mac PCMS-1500LP Portable Changeable Message Sign
PC-1553	Ver-Mac PCMS-1500LP Portable Changeable Message Sign
PC-1554	Ver-Mac PCMS-1500LP Portable Changeable Message Sign
PC-1555	Ver-Mac PCMS-1500LP Portable Changeable Message Sign
PC-1556	Ver-Mac PCMS-1500LP G2 Portable Changeable Message Sign
PC-1557	Ver-Mac PCMS-1500LP G2 Portable Changeable Message Sign
PC-1558	Ver-Mac PCMS-320 HYD Portable Changeable Message Sign
PC-1559	Ver-Mac PCMS-320 HYD Portable Changeable Message Sign
PC-1560	Ver-Mac PVMS-1500C Pro Portable Variable Message Sign
PC-1561	Ver-Mac PVMS-1500C Pro Portable Variable Message Sign
PC-1562	Ver-Mac PCMS-320 HYD Portable Changeable Message Sign
PC-1563	Ver-Mac PCMS-320 HYD Portable Changeable Message Sign
PC-1564	Ver-Mac PCMS-320 Portable Changeable Message Sign
PC-1565	Ver-Mac PCMS-320 Portable Changeable Message Sign
PC-1566	Ver-Mac PCMS-320 Portable Changeable Message Sign
PC-1567	Ver-Mac PCMS-320 Portable Changeable Message Sign
PC-1568	Ver-Mac CT-2430 Camera Trailer
PC-1684	Wanco Solar Powered Arrow Board
PC-1685	Wanco Solar Powered Arrow Board
PC-1687	Wanco Solar Powered Arrow Board
PC-1688	Wanco Solar Powered Arrow Board

PC-1830	Wacker Neuson Plate Tamper
PC-184	Wacker Neuson Plate Tamper
PC-187	Core Cut 36" Walk Behind Road Saw
PC-189	Multiquip 26" Double Drum Walk Behind Roller
PC-357	CAT Backhoe Loader 420-07ST
PC-358	CAT Backhoe Loader 420-07ST
PC-359	CAT Backhoe Loader 420-07ST
PC-360	CAT Backhoe Loader 420-07ST
PC-3605	CAT Backhoe Loader 420-07ST
PC-3606	CAT Backhoe Loader 420-07ST
PC-3607	CAT Backhoe Loader 420-07ST
PC-3608	CAT Backhoe Loader 430
PC-3609	CAT Backhoe Loader 430
PC-361	CAT Backhoe Loader 420-07ST
PC-3610	CAT Backhoe Loader 430-07ST
PC-496	Allen AT14S Tracked Concrete Buggie
PC-497	Allen AT14S Tracked Concrete Buggie
PC-498	Allen AT14S Tracked Concrete Buggie
PC-499	Allen AT14S Tracked Concrete Buggie
PC-5010	Multiquip Mayco C30HDGA 2" Grout Pump
PC-621	CP5250 Central 480V w/ Recycle Dust Collector
PC-6385	J & C Suppliers 6x12SA Enclosed Trailer
PC-6386	Titanium Cargo Trailers 6x12SA Enclosed Trailer
PC-6387	Seed Cargo 7x14A2 Enclosed Trailer
PC-6809	AmeraTrail Cooling Trailer
PC-6810	AmeraTrail Cooling Trailer
PC-6811	AmeraTrail Cooling Trailer
PC-6812	Texas Pride Trailers 14K Dump Trailer
PC-6813	CargoMate 7' x 14' V-Nose Enclosed Trailer
PC-6828	Ranch King 12' Utility Trailer
PC-6829	Ranch King 16' Utility Trailer
PC-6830	Ranch King 10' Utility Trailer
PC-6831	Stallion 12' Enclosed Trailer
PC-6832	Ironbull 24' Flat Deck Utility Trailer
PC-6833	Diamond 14' Cargo Trailer
PC-6834	Stallion 14' Cargo Trailer
PC-6835	AmeraTrail Cooling Trailer
PC-9049	8' x 10' Ground Level Storage Container w/ Swing Doors
PC-9050	8' x 10' Ground Level Storage Container w/ Swing Doors
PC-9705	Scheltzke RS 3000-HY Holding Tank
PC-HB9039	Montabert V46SHD Hydraulic Breaker
PC-LT011	Wanco WALI6K Light Tower
PC-LT012	Wanco WLTT-4MM6K Light Tower
PC-LT014	Wanco WLTT-4MM6K Light Tower
PC-LT016	Wanco WLTT-4MM6K Light Tower
PC-LT019	Wanco WLTT Light Tower
PC-LT021	Wanco WLTT Light Tower
PC-LT024	Wanco WLTT-4MK106K Light Tower
PC-LT025	Wanco WLTT-4MK106K Light Tower
PC-LT028	Wanco WLTT-4MK106K Light Tower
PC-LT029	Wanco WLTT-4MK106K Light Tower
RH001	Comacchio R2400 Rotary Head
RH002	CT36 Rotary Head
RH003	R2400S Rotary Head
RH004	EuroDrill HD8021 Rotary Head
RH005	Bauer DKS 50/100 Dual Rotary Head
RH015	Comacchio RH5500 Rotary Head
SC001	Surveillance Cart
SC002	Surveillance Cart
SC003	Surveillance Cart
SC004	Surveillance Cart
SC005	Surveillance Cart
SEB001	Surveillance Equipment Box
SEB002	Surveillance Equipment Box
SEB003	Surveillance Equipment Box
SEB004	Surveillance Equipment Box
SEB006	Surveillance Equipment Box
SEB010	Surveillance Equipment Box
SEB011	Surveillance Equipment Box
SEB012	Surveillance Equipment Box
SEB013	Surveillance Equipment Box
SEB014	Surveillance Equipment Box
SEB015	Surveillance Equipment Box
SEB016	Surveillance Equipment Box
SEB017	Surveillance Equipment Box
SEB018	Surveillance Equipment Box
SST001	VORP Energy 400W Solar Surveillance Trailer

SST002	VORP Energy 800W Solar Surveillance Trailer	[redacted]
SST003	VORP Energy 800W Solar Surveillance Trailer	
SST004	VORP Energy 800W Solar Surveillance Trailer	
SST005	Solar Surveillance Trailer	
SST006	Solar Surveillance Trailer	
SST007	Solar Surveillance Trailer	
SST008	Solar Surveillance Trailer	
SST009	Solar Surveillance Trailer	
SST010	Solar Surveillance Trailer	
SST011	Solar Surveillance Trailer	
SST012	Solar Surveillance Trailer	
SST013	Solar Surveillance Trailer	
SST014	Solar Surveillance Trailer	
SST015	Solar Surveillance Trailer	
SST016	Solar Surveillance Trailer	
SST017	Solar Surveillance Trailer	

NO TEXT ON THIS PAGE

14. In what manner have you inspected this proposed work? Explain in detail.

Visited and Inspected propsed job site

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

If we are the low bidder will submit our detailed work plan

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Chuck Forte, VP See attached resume

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

See Attached

Posillico
We know how.

CHARLES A. FORTE, JR.

Posillico Civil, Inc.

Vice President, Paving Division Manager

Total Years of Experience
27

Years of Experience as Vice President, Paving Division Manager
9

Education
BS Business Administration, Ohio State University, 1993

Training
OSHA 40 HR. HAZWOPER

OSHA 8 HR. Refresher

OSHA 30 HR

Annual H & S Review for Managers

Confined Space Safety

MTA/LIRR Roadway Protection Training

Excavation Competent Person Certification

G.H.S./Haz-Com Awareness Training

Asbestos Awareness Training

Pre-Task Planning Initiative

1 Call/Mark Out/811

Medically Cleared and Fit Tested for use of Respirator

AED/CPR

New Hire Orientation "Train the Trainer"

Office Hazard Awareness Training

Vice President, Paving Division Manager, 2011-Present

Mr. Forte is responsible for developing business plans for the paving division and soliciting new customers. He is currently bidding [redacted] of paving work and has completed [redacted] paving work per year.

Vice President, Director of Field Operations, 2002-2011

Mr. Forte's responsibilities included the coordinated scheduling of over 250 union employees daily. He oversaw multiple job sites and assisted job scheduling with the project manager. In addition, he tracked job costs on all projects, managed equipment for all job sites, coordinated subcontractors and enforced company safety policies.

Posillico Project Experience

Nassau County Phase 77, Resurfacing Various County Roads; Nassau County, NY; [redacted] 06/2019-10/2019; Division Manager: Completed this project in under 90 days to achieve an incentive on the job to finish early. Developed project schedules, and weekly meetings to coordinate subcontractors on job. Supervised labor, equipment, subcontractors, and materials for the installation of drainage, utilities, paving. Communicated with a citizen group to keep them informed of project. Owner: NCDPW.

NYIT Stormwater Project; Old Westbury, NY; [redacted] 7/2019-09/2019; Division Manager: Installation of a storm trap system on the grounds of NYIT, rehabilitated parking lot. Coordinated with the administration for scheduling and completed project prior to students return to campus. Owner: NYIT.

NYSDOT Reconstruction of Route 24; Nassau County, NY; [redacted] Project Superintendent: Supervised labor, equipment, subcontractors, and ordering of materials for the installation of drainage, curbs, sidewalks, milling, paving, and 18 intersections with new signal equipment. Coordinated the installation of over 25,000 linear feet of telephone conduit, and 16 telephone maintenance holes for Verizon, along the median of Route 24. Owner: NYSDOT. Owner Contact: John McGullam, john.mcgullam@dot.ny.gov, 631-952-6632.

MTA/LIRR Parking Lot Improvements; [redacted] 03/2000-12/2000; Project Superintendent: Coordinated improvements at four LIRR parking lots. Supervised and oversaw various subcontractors at all separate locations. Developed a project schedule, and weekly meetings with LIRR and a citizen group. Owner: MTA LIRR.

NYSDOT Reconstruction of Route 25A; [redacted] 04/1999-11/1999; Project Superintendent: Developed project schedules, and weekly meetings to coordinate subcontractors on the job. Supervised labor, equipment, subcontractors, and materials for the installation of drainage, utilities, paving, and a precast concrete box culvert. Communicated with a citizen group to keep them informed of project. Owner: NYSDOT. Owner Contact: John McGullam, john.mcgullam@dot.ny.gov, 631-952-6632.

NYSDOT Reconstruction of Route 107; [redacted] 05/1998-03/1999; Project Superintendent: Joint venture with Scalamandre Construction. Supervised the

installation of 5,000+ linear feet of concrete median barrier, scheduled and coordinated excavation and concrete for over 1,500 cubic yards of calcium chloride patches. Owner: NYSDOT. Owner Contact: John McGullam, john.mcgullam@dot.ny.gov, 631-952-6632.

Expansion of LIE HOV Lanes Exits 46-49; Nassau County, NY; 09/1995-05/1998; Assistant Superintendent: Assisted in day-to-day scheduling of bridge demolition, pouring of new bridges, noise wall installation and other aspects of highway construction. Coordinated with NYSDOT and NCPD over various bridge demolitions over the LIE on weekends.

Requirements Contract for Sanitary Sewers; 03/1994-09/1995; Assistant Superintendent: Directed several crews in the replacement of existing sewers and oversaw the installation of a complex dewatering system.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Uniondale NY 11553	**CONTACT NAME:** Karl Hucke **PHONE (A/C, No, Ext):** 516-404-7697 **FAX (A/C, No):** **E-MAIL ADDRESS:** karl.hucke@alliant.com
INSURED POSICIV-01 Posillico Civil, Inc. 1750 New Highway Farmingdale NY 11735	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Liberty Mutual Fire Insurance 23035 **INSURER B :** Starr Indemnity & Liability Co 38318 **INSURER C :** SiriusPoint Specialty Insuranc 16820 **INSURER D :** Liberty Insurance Corporation 42404 **INSURER E :** First Liberty Insurance Corpor 33588 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER** [redacted] **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	[redacted]	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	[redacted]	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	[redacted]	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	[redacted]	4/1/2025	4/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability Professional Liability			[redacted]	4/1/2025	4/1/2026	Each Incident/Agg Each Claim/Agg	$10,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

NO TEXT ON THIS PAGE

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
SUFFOLK)ss.:
COUNTY OF ~~NASSAU~~)

Michael J. Trotta, VP
_____ Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of [redacted] that he is the Vice President of
Posillico Civil, Inc.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 18th day of AUGUST , 2025 .

MINDY RUBENSTEIN
NOTARY PUBLIC, STATE OF NEW YORK
No. 01RU0007153
Qualified in Suffolk County
Commission Expires 5/10/20 27

Mindy Rubenstein
Notary

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is a member of
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

NO TEXT ON THIS PAGE

International Union of Operating Engineers

Local Unions 138, 138A, 138B & 138C
P (631) 694-2480 F (631) 753-6760 www.local138.com

Nassau & Suffolk Counties
P.O. Box 206, Farmingdale, New York 11735-0206

JOHN DUFFY
BUSINESS MANAGER & TREASURER

WILLIAM K. DUFFY, Jr.
President

JOHN J. DUFFY
Vice President

ANTHONY MALIZIA
Recording Corresponding Secretary

DENNIS S. ADRIAN
Financial Secretary

August 14, 2025

NCDPW

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
Posillico Civil

Bid Name: Nassau County Merrick Road Rehabilitation Phase 1 / H61126-68G1

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to **Posillico Civil,** to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2028. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1611 LOCUST AVENUE
BOHEMIA, N.Y. 11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

FUND ADMINISTRATOR
ANNALISA C. DEFALCO, ESQ.

TRAINING DIRECTOR
DENNIS J. FEENEY

BOARD OF TRUSTEES
GEORGE F. TRUICKO, JR.
GEORGE S. TRUICKO
WILLIAM FLYNN
FRANK DAMIANO, JR.
MARC HERBST
JASON GOLDEN
DONNA DEFEDE
PHILIP BEYER

Re: Road and Heavy Construction Laborers' Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

August 14, 2025

Owner : NCDPW
Description : Nassau County Merrick Road Rehabilitation Phase 1
Contract/Bid No. : H61126-68G1

TO WHOM IT MAY CONCERN:

This letter shall confirm that the Local 1298 Joint Apprenticeship Training Program ("Training Program") is a registered And approved program under New York State and Federal regulations and guidelines. The Training Program is co-sponsered by the Road and Heavy Construction Laborers' Union No. 1298 ("Union") and the employers that are signatory to a Collective Bargaining Agreement ("CBA") with the Union. This letter will further comfirm that Posillico Civil. is a current signatory to the CBA with the Union for the period June 1,2022, through May 31, 2026.

Any additional questions should be directed to my attention.

Sincerely,

Dennis J. Feeney

Training Director
Joint Apprenticeship Training Fund

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

POSILLICO CIVIL, INC.
1750 NEW HIGHWAY
FARMINGDALE, New York 11735
Phone Number: 6312491872
Registration Number: [redacted]
Date of Issue: 2024-12-04
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of Labor

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael J. Trotta,VP

Name and Title of Authorized Representative

m/d/yy

Signature

8/18/25

Date

Posillico Civil, Inc.

Name of Organization

1750 New Highway, Farmingdale, NY 11735

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Posillico
Address (street/city/state/zip code):	1750 New Highway Farmingdale, NY 11735
Authorized Representative (name/title):	Christopher Mauro Purchasing Manager
Authorized Signature:	
Contract Number:	H61126-68G1
Contract/Project Name:	Merrick Road Rehab
Contract/Project Description:	Merrick Road Rehab

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	~12,000,000		
Total MBE Dollar Amount	250,000	MBE Contract Percentage	2.1 %
Total WBE Dollar Amount	500,000	WBE Contract Percentage	4.2 %
Total SDVOB Dollar Amount	0	SDVOB Contract Percentage	0
Total Combined M/WBE/SDVOB Dollar Amount	~750,000	Combined M/WBE/SDVOB Contract Percentage	6.3 %

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: John Martinez Trucking Address: 112 Florida st City: Farmingdale State/Zip Code: NY 11735 Authorized Representative: Joe Sullo Telephone No. 631-414-7770	Trucking	Amount ($): + 250,000 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Nassau County DPW
Page 4 of 5
H01120-08C1

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Island Pavement Cutting Address: 31 Cleveland Ave City: Bayshore State/Zip Code: NY 11706 Authorized Representative: Marissa Oneil Telephone No. 631-567-2711	Sawcutting	Amount ($): $500,000 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Nassau County DPW
Page 75 of 380
H01120-0003

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date: