



Certified: --

B-15-26

FILED BY THE NASSAU COUNTY CLERK OF
THE LEGISLATURE AUGUST 27, 2026
3:10 PM

NIFS ID: H90059-01G

Capital: **X**

Contract ID #: **H90059-01G**

NIFS Entry Date:

DPW Contract Number: **H90059-01G**

Department: Public Works

Service: **Supreme Court Loading Dock Rehabilitation
H90059-01G B15-26**

Term: **Twelve (12) months from NTP**

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: Macedo Contracting Services Inc	ID#: 813636143
DBA: Macedo Construction	
Main Address: PO Box 64 ronkonkoma, NY 11779	
Main Contact: manuel macedo	
Main Phone: (631) 698-1120	

Department:
Contact Name: Daniel Wong
Address: Nassau County Department of Public Works 1194 Prospect Ave 2nd Fl Westbury, NY 11590
Phone: (516) 571-6886
Email: cpaggi@nassaucountyny.gov, ldionisio@nassaucountyny.gov, ekobel@nassaucountyny.gov, dwong@nassaucountyny.gov, lcaruso@nassaucountyny.gov

Contract Summary

Purpose: This contract will repair the Supreme Court Loading Dock including the loading dock underpass and the adjoining ramps of the Nassau County Supreme Court building as well as walkways along the North, East, West and South sides of the building.

Procurement History: A request for sealed bids was advertised on December 31, 2025, in the New York Post, NYS Contract Reporter and on the Nassau County Procurement site. Three (3) bids were received on February 3, 2026. Macedo Contracting Services was the lowest responsible bidder after Sacco Construction Service, LLC bid was rejected for multiple inconsistencies in their pricing.

Description of General Provisions: Project duration is twelve (12) months to rehabilitate the Supreme Court Dock. MBWE utilization is 2.87.

Impact on Funding / Price Analysis: The maximum corrected contract amount is \$6,272,409.00. Funding is available under Capital Project 90059.

Change in Contract from Prior Procurement: New Procurement.

Method of Source Selection:

☒ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: H90059-01G

Advertised On: 12/31/2025

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

Publicly Opened On: 02/03/2026

Number of bids received: 3

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 90059 000	01	\$6,272,409.00
Project Number		90059						
Project Detail		000						
TOTAL							\$6,272,409.00	

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	
Federal	\$0.00
State	\$0.00
Capital	\$6,272,409.00
Other	\$0.00
Total	\$6,272,409.00

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	08/13/2026 11:50AM	Approved
NIFS Final Approval	Loretta Dionisio	08/13/2026 11:56AM	Approved
Final Approval	Loretta Dionisio	08/13/2026 11:56AM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	08/13/2026 11:56AM	Approved
Final Approval	Loretta Dionisio	08/13/2026 11:56AM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	08/13/2026 02:40PM	Approved
Approval as to Form	Julie Silverstein	08/18/2026 03:40PM	Approved
NIFS Approval	Mary Nori	08/19/2026 11:41AM	Approved
Final Approval	Mary Nori	08/19/2026 11:41AM	Approved
OMB			
NIFS Approval	Aniello Morgillo	08/13/2026 11:58AM	Approved
NIFA Approval	Christopher Nolan	08/14/2026 10:36AM	Approved
Final Approval	Christopher Nolan	08/14/2026 10:36AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	08/19/2026 01:38PM	Approved
DCE Compliance Approval	Robert Cleary	08/21/2026 02:46PM	Approved
Vertical DCE Approval	Arthur Walsh	08/27/2026 11:49AM	Approved
Final Approval	Arthur Walsh	08/27/2026 11:49AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/27/2026 02:40PM	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

B15-26

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 MACEDO CONTRACTING SERVICES, 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 H90059-01G, for SUPREME COURT LOADING DOCK REHABILITATION– 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 MACEDO CONTRACTING SERVICES, 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 \$ 6,272,409.00, 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 Macedo Contracting Services Inc, PO Box 64, Ronkonkoma, NY 11779

as Principal; and Hudson 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 the Bid Amount dollars (\$ 10%) 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 3rd day of February, 20 26

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. H90059-01G for the

Supreme Court Loading Dock Rehabilitation

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.

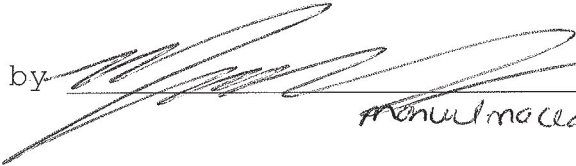
Provided, however, that this bond is subject to the following additional conditions and limitations.

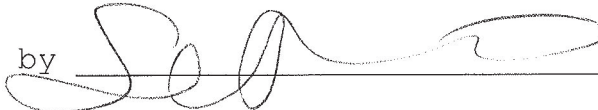
- a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay 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.

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.

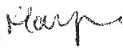
Macedo Contracting Services Inc.
Contractor

by  (L.S.) (Corporate seal of Contractor
Title if a corporation)

by  (L.S.)

Title 

by  (L.S.)

Title 

Hudson Insurance Company

Surety

by  Yannis Legakis (L.S.)
Title of Officer Attorney-in-Fact

Attest:  (L.S.)
Title of Officer

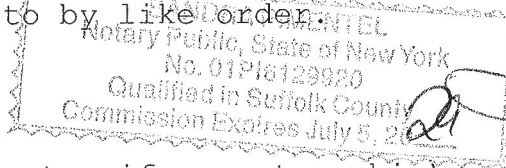
(Corporate seal of Surety)

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

SS.:
COUNTY OF Suffolk)

On this 2 day of February, 2020, before me personally came Manuel Macedo to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [REDACTED] that he is the President of the Macedo Construction 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.



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

(Acknowledgment by Surety Company)

STATE OF New York)

SS.:
COUNTY OF Putnam)

On this 3rd day of February, 20 26, before me personally
came Yannis Legakis 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 Hudson 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 Hudson Insurance Company further said
that he is acquainted with Yannis Legakis and knows him
to be the Attorney-in-Fact of said company; that the signature
of the said Yannis Legakis subscribed to the within instrument is
in the genuine handwriting of the said Yannis Legakis
and was subscribed thereto by like order of the Board of Directors, and
in the presence of him, the said Hudson Insurance Company.

QIAO RONG HUANG
Notary Public, State of New York
Reg. No. 01HU0042007
Qualified in Putnam County
Commission Expires 09/24/2029


Notary Public

QIAO RONG HUANG
Notary Public, State of New York
Reg. No. 01HU0042007
Qualified in Putnam County
Commission Expires 09/24/2029

POWER OF ATTORNEY

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



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Yannis Legakis

of the State of New York

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds and Consents of Surety for any and all purposes.

Such bid bonds and Consents of Surety, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 1st day of November, 2025 at New York, New York.



(Corporate seal)

Attest.....
Karen L. Colonna, Corporate Secretary

HUDSON INSURANCE COMPANY

By.....
Andrew A. Dickson, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 1st day of November, 2025 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2029

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Karen L. Colonna** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 3rd day of February, 2026.



By.....
Karen L. Colonna, Corporate Secretary

FINANCIAL STATEMENT

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

ASSETS

LIABILITIES & SURPLUS

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

I, Rob Wolf, the undersigned Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2024.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 25th day of March, 2025.

Rob Wolf
Chief Financial Officer

Subscribed and sworn to before me this 25th day of March, 2025.
My commission expires _____



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County, Certified in New York
Commission Expires December 10, 2025

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

Hudson Insurance Company
of Wilmington, Delaware

a corporation organized under the laws of Delaware 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 \$715,837,847. (Capital \$7,500,000), as is shown by its sworn financial statement for the quarter ending, December 31, 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 4th
day of April 2025

Adrienne A. Harris
Superintendent

By

Rawle Lewis
Special Deputy Superintendent

PROPOSAL
To the County of Nassau
SUPREME COURT LOADING DOCK REHABILITATION

Contract No. H90059-01G

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: Macedo Contracting Services Inc.
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 685 Station Road, Bellport, NY 11731

Telephone: 631 698 1120 Date: February 2, 2016

FAX Tele: 631 698 3032 E-Mail: Info@macedoinc.com

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

Name of Partners

Residence of Partners

1 _____

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

Organized under the laws of the State of: New York

Name of President: Manuel macedo

President's Domicile: [REDACTED]

Name of Vice Pres: manuel macedo

Vice Pres's Domicile: [REDACTED]

Corporate Officer: manuel macedo Title: Secretary

Corporate Officer's Domicile: [REDACTED]

Corporate Officer: manuel macedo Title: Treasurer

Corporate Officer's Domicile: [REDACTED]

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.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
1M/F	1	LS	Mobilization With Field Office	For: four hundred seventy five thousand, dollars, zero cents	475,000. ⁰⁰	475,000. ⁰⁰
2	1570	CY	Unclassified Excavation	For: fifty five dollars, zero cents	55. ⁰⁰	86,1350. ⁰⁰
3	210	CY	Trench, Culvert and Bridge Excavation	For: fifty five dollars, zero cents	55. ⁰⁰	11,5550. ⁰⁰
4A	1140	SY	Cement Concrete Breaking (Pavement)	For: forty eight dollars, zero cents	48. ⁰⁰	54,720. ⁰⁰
5C	310	CY	Selected Fill	For: fifty five dollars, zero cents	55. ⁰⁰	17,050. ⁰⁰
9	200	CY	Topsoil	For: sixty dollars, zero cents	60. ⁰⁰	12,000. ⁰⁰
10A-1	140	SF	Excavation Protection System	For: twenty five dollars, zero cents	25. ⁰⁰	3,500. ⁰⁰
12H	30	LF	Clean Existing Drainage System	For: twenty dollars, zero cents	20. ⁰⁰	600. ⁰⁰
12E-8	210	LF	8" Cast Iron Culvert Pipe	For: one hundred and twenty dollars, zero cents	120. ⁰⁰	25,200. ⁰⁰
12P-4	127	LF	4 inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: twenty nine dollars, zero cents	29. ⁰⁰	3,683. ⁰⁰
12P-6	35	LF	6 inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: forty eight dollars, zero cents	48. ⁰⁰	1,680. ⁰⁰

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
 Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
12P-10	450	LF	10 inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Thirty nine dollars, zero cent	39. ⁰⁰	22 17,550. ⁰⁰
13BP-4	7	LF	Precast Manhole, 4'-0" Diameter	For: Six hundred dollars, zero cents	600. ⁰⁰	4,200. ⁰⁰
13C	12	EA	Area Drain	For: one thousand, eight hundred seventy five dollars, zero cent	1,875. ⁰⁰	22,500. ⁰⁰
14	5	EA	Connections to Existing Drainage Facilities	For: five hundred dollars, zero cents	500. ⁰⁰	2,500. ⁰⁰
15	3	EA	Rehabilitation of Catch Basins	For: one thousand five hundred dollars, zero cents	1,500. ⁰⁰	4,500. ⁰⁰
20	30	CY	Broken Stone, Loose Measure	For: one hundred dollars, zero cents	100. ⁰⁰	3,000. ⁰⁰
24	90	CY	Cement Concrete Pavement	For: five hundred dollars, zero cents	500. ⁰⁰	45,000. ⁰⁰
26MOD	1025	LF	Concrete Curb - Edge Restraint Assembly	For: sixty dollars, zero cents	60. ⁰⁰	61,500. ⁰⁰
26	10	LF	Concrete Curb	For: one hundred dollars, zero cents	100. ⁰⁰	1,000. ⁰⁰
27	12190	SF	Cement Concrete Sidewalk	For: eighteen dollars, zero cents	18. ⁰⁰	219,420. ⁰⁰
30	250	SY	Metal Reinforcement for Concrete Pavement	For: Twenty dollars, zero cents	20. ⁰⁰	5,000. ⁰⁰

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
 Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
58RPC	930	LF	Saw Cutting Existing Roadway Pavement and Concrete	For: Two dollars, zero cents	2.00	1,800.00
81	100	LBS	Structural Steel	For: Ten dollars, zero cents	10.00	1,000.00
95	50	LF	Metal Protection Plates for Curbs	For: Two hundred dollars, zero cents	200.00	10,000.00
102	1	LS	Work Zone Traffic Control	For: Six hundred twenty five dollars, zero cents	675,000.00	675,000.00
104XF	52	LF	Remove Existing Fence	For: Twenty dollars, zero cents	20.00	1,040.00
106A	16	LF	Post Painting	For: One hundred dollars, zero cents	100.00	1,600.00
106VBG	52	LF	Vehicle Barrier Gate	For: Four hundred dollars, zero cents	400.00	20,800.00
133	780	LF	Clean & Fill Joints & Cracks	For: Thirty dollars, zero cents	30.00	23,400.00
136	1	LS	Survey Stakeout	For: Five thousand dollars, zero cents	5,000.00	5,000.00
141B	21	EA	Silt Protection for Surface Inlet Drainage Structure	For: Two hundred dollars, zero cents	200.00	4,200.00
142D	1	LS	Structural Steel Painting, Paint System D	For: Two hundred thousand dollars, zero cents	200,000.00	200,000.00

Department of Public Works Nassau County, N.Y.
 Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
144MOD	2000	SY	Waterproofing Membrane	For: ^{eighty five} one hundred thousand dollars, zero cent	180,000.00 185.00	360,000.00 370,000.00
145MOD	460	GAL	Protective Coating	For: one hundred fifty dollars, zero cent	150.00	69,000.00
158A	1290	SF	Geotextile Cloth	For: One dollar, zero cent	1.00	1,290.00
162A-1	850	EA	Groundcovers & Ornamental Grass (1 Gallon Container)	For: Fifty five dollars, zero cent	55.00	46,750.00
162A-2	2	EA	Groundcovers & Ornamental Grass (2	For: Fifty five dollars, zero cent	55.00	110.00
162B	45	EA	Perennial Bulbs	For: Fifty five dollars, zero cent	55.00	2,475.00
179C	1025	LF	Aluminum Plant Bed Edge	For: Twenty five dollars, zero cent	25.00	25,625.00
180	30	LF	Trench Drain	For: Three hundred twenty dollars, zero cent	320.00	9,600.00
199*	1	LS	Interim Payments	For: one hundred forty thousand dollars, zero cent	\$140,000.00	140,000.00
199S*	1	LS	Steel/Iron Price Adjustment	For: Five thousand dollars zero cent	\$5,000.00	5,000.00
361B	1	EA	Planting Trees and Shrubs	For: one thousand five hundred dollars zero cent	1,500.00	1,500.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
 Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
361E	230	EA	Planting Trees and Shrubs	For: one hundred thirty five dollars Zero cent	135. ⁰⁰	31,050. ⁰⁰
361F	7	EA	Planting Trees and Shrubs	For: Four hundred dollars, zero cents	400. ⁰⁰	2,800. ⁰⁰
365	8640	SF	Sodding	For: one dollar, sixty five cents	1.65	14,256. ⁰⁰
420R	1	EA	Regrade a Pullbox Frame and Cover	For: one thousand dollars, zero cent	1,000. ⁰⁰	1,000. ⁰⁰
442W	10	LF	Epoxy ReflectORIZED Pavements Markings (White)	For: Ten dollars, zero cent	10. ⁰⁰	100. ⁰⁰
442Y	525	LF	Epoxy ReflectORIZED Pavements Markings (Yellow)	For: Ten dollars, zero cent	10. ⁰⁰	5,250. ⁰⁰
701	8	EA	Remove, Store and Reset Existing Bench	For: one thousand dollars, zero cents	1,000. ⁰⁰	8,000. ⁰⁰
702	7490	SF	Remove, Dispose and Replace Brick Facing	For: Two hundred fifty dollars, zero cents	250. ⁰⁰	1,187,500. ⁰⁰
703	750	LF	Remove, Store and Reinstall Existing Granite Cap	For: one hundred dollars, zero cents	100. ⁰⁰	75,000. ⁰⁰
704	10090	SF	Maintenance and Repair of Cast-in- Place Concrete	For: eighty dollars, zero cent	80. ⁰⁰	807,200. ⁰⁰
705	100	LF	Slip Slab	For: two hundred dollars, zero cents.	200. ⁰⁰	20,000. ⁰⁰

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Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
706	3750	SF	Remove, Store and Reuse Existing Granite Block Facing	For: Ten dollars, no cents	10.00	37,500.00
707	1585	LF	Joint Sealants	For: Twenty five dollars, no cents	25.00	39,625.00
708	940	SF	Grouting	For: Ten dollars, zero cent	10.00	9,400.00
709	8	EA	Remove, Store and Reset Existing Light Pole	For: Two thousand, three hundred dollars, zero cent	2,300.00	18,400.00
710	38	LF	Remove and Replace Flashing	For: Two hundred dollars, zero cent	200.00	7,600.00
711	8400	SF	Clean and Repoint Granite Stones	For: Twenty dollars, no cents	20.00	168,000.00
712	1	EA	Remove, Store and Reset Landscape Appurtenances	For: Two thousand dollars, zero cent	2,000.00	2,000.00
713	50	CY	Hand and/or Pneumatic Excavation	For: Ten dollars zero cent	10.00	500.00
714	354	LF	Align Aluminum Edging	For: Twenty five dollars, zero cent	25.00	8,850.00
715	700	SF	Round Stone	For: Eight dollars, zero cent	8.00	5,600.00
716	200	SY	Bark Chip Mulch	For: Fifty dollars, zero cent	50.00	10,000.00

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Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
717	2315	LBS	Integral Color Pigment for Cement Concrete	For: Ten dollars, zero cent	10. ⁰⁰	23,150. ⁰⁰
718	14480	SF	Imprinting on Concrete Pavement or Sidewalk	For: Two dollars, zero cent	2. ⁰⁰	28,900. ⁰⁰
719	1	LS	Low-Voltage Electrical Power Conductors and Cables	For: Twenty eight thousand dollars, zero cent	28,000. ⁰⁰	28,000. ⁰⁰
720	1	LS	Grounding and Bonding for Electrical Systems	For: Three thousand, five hundred dollar, zero cent	3,500. ⁰⁰	3,500. ⁰⁰
721	1	LS	Raceways and Boxes for Electrical Systems	For: Seventy thousand dollar, zero cent	70,000. ⁰⁰	70,000. ⁰⁰
722	1	LS	Underground Ducts and Raceways for Electrical Systems	For: Two thousand nine hundred dollar, zero cent	2,900. ⁰⁰	2,900. ⁰⁰
723	1	LS	Identification for Electrical Systems	For: Two hundred dollar, zero cent	250. ⁰⁰	250. ⁰⁰
724	8	EA	Foundation for Lights	For: One thousand eight hundred twenty five dollar, zero cent	1,875. ⁰⁰	15,000. ⁰⁰
725	1	LS	Hangers and Supports for Electrical Systems	For: Four thousand dollar, zero cent	4,000. ⁰⁰	4,000. ⁰⁰
726	1	LS	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	For: One thousand dollar, zero cent	1,000. ⁰⁰	1,000. ⁰⁰
727	1	LS	Lighting Control Devices	For: Seven thousand five hundred dollar, zero cent	7,500. ⁰⁰	7,500. ⁰⁰

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Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
728	1	LS	Enclosed Switches and Circuit Breakers	For: Three thousand four hundred dollars, 200 cent	3,400.00	3,400.00
729	1	LS	LED Exterior Lighting	For: ninety six thousand, five hundred dollars, 200 cent	96,500.00	96,500.00
730	50	SF	Replace Granite Block Facing	For: two hundred dollars zero cent	200.00	10,000.00
731	760	LF	Painting of Fire Sprinkler Piping	For: fifteen dollars no cent	15.00	11,400.00
732	60	LF	Remove, Store and Reset Existing Handrail	For: sixty dollars no cent	60.00	3,600.00
733	723	SY	Overlay Concrete, Class DP	For: one hundred and five dollars, no cent	105.00	75,915.00
744*	1	LS	Force Account Work	For: fifty dollars no cent	\$50,000.00	50,000.00

*Force Bid

60,272,459.00

Total Bid in Numbers \$

Six million, two hundred seventy two thousand, four hundred fifty-nine dollars and 200 cent

Total Amount in Words

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: Macedo Contracting Services Inc.
Contract Title: Supreme court Loading Dock Rehabilitation
Contract Number: H90059-016

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

Date

2/2/2024

Print Name

manuel macedo

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

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Macedo Contracting Services Inc.
Address (street/city/state/zip code):	685 Steuten Road Bellport NY 11713
Authorized Representative (name/title):	Donvel macedo, President
Authorized Signature:	
Contract Number:	1490059-026
Contract/Project Name:	Supreme Court Loading Dock Rehabilitation
Contract/Project Description:	Supreme Court Loading Dock Rehabilitation.

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

	Amount (\$)	Percentage (%)
Total Dollar Value of the Prime Contract	6,1272,459. ⁰⁰	2.39% 2.31%
Total MBE Dollar Amount	150,000. ⁰⁰	2.39% 2.39%
Total WBE Dollar Amount	145,000. ⁰⁰	2.31% 2.31%
Total SDVOB Dollar Amount		9%
Total Combined M/WBE/SDVOB Dollar Amount	995,000. ⁰⁰	4.70%

D to be provided if lowest Bidder

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: 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:

To be provided if lowest bidder

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: 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:

Provided if lower Bid

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:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

NASSAU COUNTY



Vendor Code of Ethics



POLICY/PROCEDURE TITLE: Nassau County Vendor Code of Ethics	DATE ISSUED: June 5 th , 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.



Vendor Code of Ethics

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Vendor Code of Ethics

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Vendor Code of Ethics

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,



Vendor Code of Ethics

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



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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



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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



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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



Vendor Code of Ethics

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.



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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.



Vendor Code of Ethics

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.



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.



Vendor Code of Ethics

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.



Vendor Code of Ethics

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



Vendor Code of Ethics

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

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.:

1490059-01G

Project Description:

Supreme Court Loading Dock Rehabilitation

The prospective lower tier participant _____ (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to Mauldin & Associates [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 2 day of February, 2026.

By

[Signature]

Signature of Authorized Official

Mauldin & Associates

Name and Title of Authorized Official



Vendor Code of Ethics

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: macedo contracting services

Bid/Proposal No.: 1190059-026

I, Paul Maciel, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on _____ and that I understand it and will comply with this Code in my participation in procurements between macedo contracting (Vendor name) and Nassau County.

Executed this 12 day of February, 2026.

By [Signature] Signature of Employee

Paul Maciel, Jr. Name and Title of Employee

CONTRACTOR CERTIFICATION STATEMENT REGARDING
STORM WATER POLLUTION AT THE WORK SITE

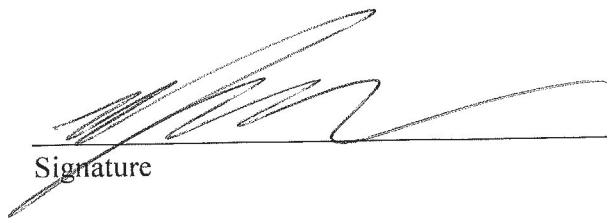
I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply 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: macedo Contracting Services Inc.

TELEPHONE NUMBER: 631 698 1120

WORK SITE OR FACILITY NAME: Supreme Court Loading Dock Rehabilitation

WORK SITE OR FACILITY ADDRESS OR
OTHER IDENTIFYING DESCRIPTION: Supreme Court Building
Manhasset Neck, NY

 _____
Signature Date 2/2/20

Manuel Macedo, president

Print Name and Title of Signer

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. H90059-026

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 MALEBO CENTRAL SERVICE 685 Station Rd P.O. Box 111113 Federal ID No.:	Project Description (Project Title, Facility Name and Address): Supreme Court Loading Dock Rehabilitation	Bid Date: February 3, 2020	Total Contract Amt: 6,272,459.00
--	--	-------------------------------	-------------------------------------

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):
☒ Plumbing and Gas Fitting
☒ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
☐ 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.

Contractor's Name, Address and Federal ID No.	Check (✓) only one.				General Description of Work	Subcontractor's Contract Amt.
	Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures			
HIND ELECTRICAL CONTRACTORS 17 JONES DRIVE ROSELAND, NJ 07068 Subcontractor's Name, Address and Federal ID No. → HIND ELECTRICAL CONTRACTORS 7 TRONUM DR ROSELAND, NJ 07068 Federal ID No.	☒	☐	☒		Electrical contracting	\$ 300,000.00
	☐	☐	☐			/
	☐	☐	☐			/

Federal ID No.	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: <u>General</u>	Date: <u>2/2/20</u>

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 or 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.

mamel macedo, President 2/2/2020
Name and Title of Authorized Representative m/d/yy

[Signature] 2/2/24
Signature Date

macedo contracting services inc.
Name of Organization

1085 State Rd Bellport NY 11713
Address of Organization

U.S. GPO: 1987 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 voluntarily 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),

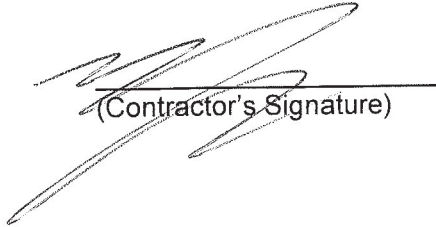
(1) have business operations in Northern Ireland,

Yes ___ No ☒

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)

maledo Centre cleaning services Pn l.
(Name of Business)

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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: February 2, 2024

Signature: 

Name: manuel macedo

Title: President

Contractor Name: macedo Contracting Services Inc.

Contractor Address: 685 Astor Road Bellport NY 11713

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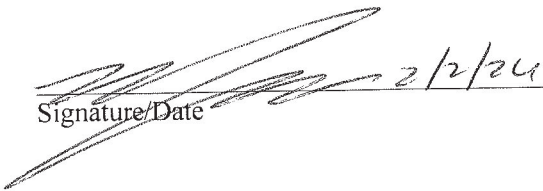
IRAN DIVESTMENT ACT – CERTIFICATION

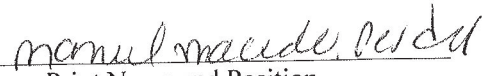
Pursuant to New York State Finance Law § 165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran (“the List”), 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:

- ✓ 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.


Signature/Date


Print Name and Position

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

Macedo Contracting Services Inc.

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

Individual's Social Security Number _____

Firm or Corporation's Federal ID Number _____

Firm or Corporation's Municipal License ID Number _____

Municipal Licensing Agency Nassau County Council, Nassau

By: _____

Date: 2/2/26

(Print) _____

manuel macedo

Title: president

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST; _____

Secretary

(CORPORATE)
(SEAL)

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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? 10 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 22 years

b. as a Subcontractor 22 years.

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

See attached

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
1) \$3,342,000 ⁰⁰	Roadway Reconstruction	<10%	NCDPW - Quartermasters, Nassau County H T 62801-016 1194 Prospect Ave. Brooklyn, NY 11230
2) \$1,099,010	Road construction & paving	50%	Village of Floral Park one Floral Blvd. Floral Park, NY 11002
3) \$2,114,038	Drainage project	0%	Village of Floral Park one Floral Blvd. Floral Park, NY 11002

(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 sheet

(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

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.

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- d. that has ever been barred from bidding municipal or public contracts? 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. NO VIOLATIONS OF Prevailing wage or Supplemental Payment Requirement by DOL of NYS.

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.

USDOL audit resulted in consent judgment of settlement which was fully satisfied -> regarding over time wages + travel time pay. Audit period 2016-2019.

NYS DOL audit resulted in consent judgment of settlement - which is paid up according to payment agreement - re - over time pay + travel wages - audit period 2016-2021.

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

Cherry Logistics Corp - Trucking hauling company
Melo Haldy LLC - office Parker space.

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
Manuel Mercado	owner, President	25 years.	Involved in all phases of business	full capacity

(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.

(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.

NO.

(use additional blank sheets if additional space is necessary)

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

Reviewed plans + specifications,
on site visit / observe + noted existing conditions, etc.

(use additional blank sheets if additional space is necessary)

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

Plan Layout

- Utility Mark out - Coordination.
- ~~Discharge~~ Demolition
- Average material
- Concrete work.
- Brick work.
- Repairs.

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.

manuel macedo, owner.

- See attached

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
GL	Berkley	1/2 M	7/1/25 - 7/1/26
Umbrella	Transvers	5 M	7/1/25 - 7/1/26
WC	NYPD	1 M -	7/1/25 - 7/1/26
Auto	Riverport	1 M	7/1/25 - 7/1/26

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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.

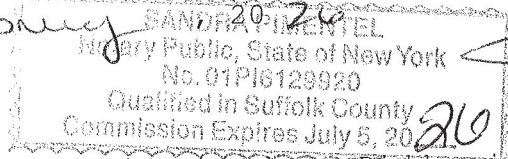
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NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

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

manuel macedo Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of Nesconset that he is the president of
Macedo contracting services 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 2 day of February, 2020



[Signature]
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

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NOTICE OF AWARD

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WE ARE YOUR DOL



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

MACEDO CONTRACTING SERVICES, INC.

DBA: Macedo Construction

685 Station Road

Bellport, New York 11713

Phone Number: 6316981120

Registration Number: 24-64BNF-CR

Date of Issue: 2024-12-13

Expiration Date: 2026-12-29

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

A handwritten signature in cursive script, appearing to read "Roberta Reardon".

Roberta Reardon
Commissioner

New York State Department of
Labor





MACEDO CONTRACTING SERVICES, INC.
PO BOX 64
Ronkonkoma, New York 11779

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-I(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.



Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

Macedo Contracting Services Inc
Attached sheet page 1 of 3

Bid: County of Nassau Department of Public works:
Supreme Court Loading Dock Rehabilitation

Contract No: H90059-01G
Bid date: February 3, 2026

CONTRACTOR QUALIFICATIONS STATEMENT:

#3 List below the construction projects your firm has underway as of this date:

- A) Nassau County DPW: Quaker Meeting House rd. Roundabout
Contract amount [REDACTED]
Percentage complete <10%
- B) Village of Floral Park: 2024 Recharge Basin and Drainage Improvements Program
Contract amount [REDACTED]
Percentage complete 0%
- C) Town of Brookhaven: Calabro Airport security Access Road And fence
Contract amount \$ [REDACTED]
Percentage complete: 70%
- D) Town of Oyster Bay: Highway Improvements to the Parkway Drive Area Phase 1 Contract amount: [REDACTED]
Percentage complete 95%

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

- A) Nassau County DPW: Parking Field #14 and South rd improvements
Contract amount \$ [REDACTED]
Full site renovation, drainage, asphalt, concrete, plantings, signs, fencing
Completed December 2025
- B) Town of Brookhaven: Storm Water improvements to ST George Drive area
Owner: Town Of Brookhaven
Drainage installation, recharge basin, and paving, and landscape
Nelson & Pope
Contract \$ [REDACTED]
Completed October 2025
- C) Town of Hempstead: PW 16-24
Owner: Town of Hempstead
Drainage , excavation, concrete, asphalt
ZIE Engineering
Contract: [REDACTED]
Completed: October 2025

- D) Terryville Fire District Station 2- Phase 1
Sitework
Class work: Site work, excavation, drainage
Completed December 2025
- E) Garden City UFSD concrete slab replacement:
Class of work: excavation, concrete
Completed august 2025
- F) Town of East Hampton: Cantwell Court Road & Drainage project
Owner Town of East Hampton 159 Pantigo Rd
East Hampton, NY 11937
Heavy& highway/road work and drainage
DB Bennet PC
Contract amount [REDACTED]
Class of work: asphalt, concrete, drainage, land clearing
Completed December 2025
- G) Town of Oyster Bay: Hicks Avenue Phase 3
Owner Town of Oyster Bay 74 Audrey Ave,
Oyster Bay
Roadway improvements, drainage, concrete
Milling & paving
LKMA Engineering
Contract amount: [REDACTED]
- H) Village of Hempstead 2024 Roadway Improvements
Roadway improvements, curb/gutter, sidewalk, drainage, milling and paving
H2M engineering
Contract amount: \$ [REDACTED]
- I) Town of Brookhaven: Hilltop Drive Improvements.
Asphalt, drainage, landscape
LMKA engineering
Contract amount [REDACTED]
- J) Town of Hempstead: PW 27-23
Owner Town of Hempstead, 1 Washington St,
Hempstead, NY 11550
Heavy& highway/road work.
Cashin Associates PC
Contract amount: [REDACTED]
Class of work: asphalt, concrete
Date completed: June 2024
- K) Town of Oyster Bay: PW 028-24
Owner Town of Oyster bay 74 Audrey Ave,
Oyster Bay
Roadway improvements
Cameron Engineering
Contract Amount: [REDACTED]
Class of work: Paving, concrete, etc..
Date completed: July 2024
- L) Town of Hempstead: PW 58-21
Owner Town of Hempstead, 1 Washington St,
Hempstead, NY 11550
NV5 Engineering PC

- Heavy& highway/road work
Contract amount: \$ [REDACTED]
Class of work: Drainage, asphalt, concrete, recharging basin, trenching, soil removals
Date complete: June 2023
- M) Town of Hempstead: PW 35-22
Owner: Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Debruin Engineering PC
Heavy& highway/road work, Culvert, drainage construction
Contract amount: [REDACTED]
Class of work: Drainage, asphalt, concrete, trenching, culvert and drainage installation
Date complete: December 2023
- N) Village of Mineola 2021 Roadway Improvements
Owner: Village of Mineola, 155 Washington st, Mineola, NY 11501
D&B Engineers and Architects
Heavy& highway/road work
Contract amount: [REDACTED]
Class of work: Drainage, asphalt, concrete
Date complete: June 2022
- O) Village of Mineola 2022 Roadway Improvements
Owner: Village of Mineola, 155 Washington st, Mineola, NY 11501
D&B Engineers and Architects
Heavy& highway/road work
Contract amount: [REDACTED]
Class of work: Drainage, asphalt, concrete
Date complete: December 2022
- P) Project: Oakland Court Stormwater Drainage Improvements
Owner: Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Heavy& highway/road work
NV5 engineering
Contract Amount: [REDACTED]
Class of work: Drainage, asphalt, concrete
Date complete: May 2022
- Q) Project: Town of Hempstead PW 08-21
Owner: Town of Hempstead
Engineer: ZI Engineering
Class of work: remove asphalt, sidewalk, curb and install new asphalt roadways and sidewalk and curbs.
Location of work: various streets
Contract amount: [REDACTED]
Class of work: Drainage, asphalt, concrete
Date complete: October 2021
- R) Project: GOSR Island Park Downtown Revitalization & Complete Streets
Owner: County of Nassau Office of Public Works, 1194 Prospect Ave, Westbury, NY 11590
The Liro Group
Heavy& highway/road work
Contract amount: \$ [REDACTED]

Class of work: Drainage, asphalt, concrete
Completed: July 2022

- S) Project: 2021 recon./repl Stormwater catch basins on various streets HEMV Bid #3 & Second YEAR Term, 22-23 HEMV#& Same scope& third year awarded and completed
Owner: Village of Hempstead, 99 James A Garner way, Hempstead, NY 11550
Heavy& highway/road work
Village of Hempstead Engineering
Contract amount \$ [REDACTED]
Class of work: Concrete, drainage, asphalt
Completed: September 2022 & 20223 & 2024
- T) Project: Landfill Transfer station slab repair
Owner: Town of Brookhaven, 1 Independence Hill Farmingville, NY
Concrete repair
LKMA engineering
Contract amount [REDACTED]
Class of work: Concrete
Completed: December 2023
- U) Project: 2023 Park Lane Drainage upgrades
Owner: Village of Rockville Centre
Site improvements drainage
Village Of Rockville Centre engineering
Contract amount \$ [REDACTED]
Class of work: drainage, concrete
Completed: July 2023
- V) Town of Hempstead: PW 24-23
Owner: Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Heavy& highway/road work. Drainage installation
D&B Engineers and Architects
Contract amount: [REDACTED]
Class of work: Drainage, asphalt, concrete
Completed: May 2024
- W) City of Long Beach, One west Chester St Long Beach, NY
Contract amount \$ [REDACTED]
Class of work: Sewer replacement, asphalt
Completed: April 2024

#11 Construction experience of principal individuals:

- A) Manuel Macedo – president/ owner. 23 years' experience in construction, self-employed for last 19 years. Specializing in all phases of concrete, asphalt, drainage, and masonry work. He supervised and monitors all major projects at full capacity.
- B) Kevin Degore- 25+ years' experience in road work, streetscape, asphalt, drainage. Current position- major municipality work supervisor at full capacity.

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

1.Item: Case CX

Description, year, size: excavator 2018

Condition: good condition

Years in service: 7

Present location: 685 Station Rd Bellport,

2. Item: Hyundai

Description, year, size: excavator 2019

Condition: good condition

Years in service: 6

Present location: 685 Station Rd Bellport

3. Item: CAT paver

Description, year, size: roller, CB 34 paver

Condition: good condition

Years in service: 5

Present location: 685 Station Rd Bellport

4. Item: Leeboy paver

Description, year, size: paver 2022

Condition: good condition

Years in service: 2

Present location: 685 Station Rd Bellport

5. Item: Dynapc roller

Description, year, size: roller 2022

Condition: good condition

Years in service: 2

Present location: 685 Station Rd Bellport

6. Item:Kenworth

Description, year, size: roll off truck 2016

7. Much more completely owned equipment and trucks,
too much to list. Can provide if lowest bidder.

Manuel C. Macedo

[REDACTED]

Phone: (516) 852-4593

E-mail: macedomanuel14@gmail.com

Professional Goal:

Continue to leverage my 25+ years of experience in the road construction industry to guide projects from inception to completion

Employment Skills & History:

Macedo Contracting Services Inc. 2004-Present
(former company name Macedo Construction Corp)

- Owner and full-on executive and on-site supervisor for successful Roadway reconstruction, concrete, asphalt, drainage, foundation work, concrete site work, landscape and more.
- Estimate/bid projects, read blue prints, take-offs
- Proven ability to complete municipal/site-work with jobs ranging between \$1M - \$7M on-time and under budget
- Ability to maximize daily production by motivating crews and building a strong network of relationships with townships, engineers and industry professionals (i.e. Town of Hempstead, Town of Brookhaven, Nassau DPW, Liro Group, Cameron Engineering, D&B etc.)
- Independent, creative problem solver, focusing on efficient use of resources with strict adherence to safety protocols
- Proven ability to troubleshoot and negotiate creative solutions between contractors and townships/Engineering team/ owners representative

Significant Accomplishments:

-NCDPW: Parking Field #14 & South Rd Improvements- Full site renovation, drainage, asphalt, concrete, plantings, signs, fencing . Completed December 2025. Project Amount [REDACTED]
- Village of Hempstead 2024 Roadway Improvements- Roadway improvements, curb/gutter, sidewalk, drainage, milling and paving. H2M engineering. Project Amount [REDACTED] Completed over Million dollars under budget.
- Town of Hempstead: PW 35-22 Culvert and Drainage and Roadway Improvements to Washington Ave Area, North Bellmore. Heavy& highway/road work, Culvert, drainage construction. Project amount: [REDACTED] complete dunder budget. [REDACTED]

Professional Associations:

Member of Local 138 Operating Engineers
30+Hour OSHA Certification
Class "A" CDL Drivers License

References Available Upon Request



Nassau County Interim Finance Authority

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

1. Vendor: Macedo Contracting Services Inc

2. Amount requiring NIFA approval: \$6,272,409.00

Amount to be encumbered: \$6,272,409.00

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 Twelve (12) months from NTP

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 will repair the Supreme Court Loading Dock including the loading dock underpass and the adjoining ramps of the Nassau County Supreme Court building as well as walkways along the North, East, West and South sides of the building.

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
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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

08/14/2026

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: July 10, 2026

SUBJECT: Contract No: H90059-01G
Macedo Contracting Services Inc.
Supreme Court Loading Dock Rehabilitation
Responsibility Determination Memorandum

DPW Summary Finding

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

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 employs 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 the 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.



SUBJECT: Contract No: H90059-01G
Macedo Contracting Services Inc.
Supreme Court Loading Dock Rehabilitation
Responsibility Determination Memo

3. Integrity

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

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

SUBJECT: Contract No: H90059-01G
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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).

Adverse Information Review

Vendor reports that pursuant to a 2021 Consent Judgement with the U.S. Department of Labor, Vendor violated the Fair Labor Standards Act (FLSA) by not paying employees additional premium pay for overtime work and for not keeping employment records as required by FLSA. Vendor paid \$1,040,346.25 for back wages penalty and interest. Additionally, Vendor entered into a Confession of Judgement with the New York State Commissioner of Labor paying \$170,512.40 to the NYS Labor Commissioner for violating New York Labor law by failing to pay wages stemming from the same actions that were the basis of the U.S. Department of Labor Consent Judgement. Vendor has provided the attached explanation of the violations and the actions it has taken to prevent a reoccurrence of similar violations and ensure general labor law compliance.

In response to Super Storm Sandy flooding, Vendor completed a drainage and streetscape contract for the County to mitigate the impacts of future storms. There were no labor law compliance issues and vendor's work performance was good – the highest rating on the Department's contractor evaluation form (see attached evaluation form).

Currently, the Vendor is performing work on two County contracts, the Quaker Meeting house Road Improvement and Parking Lot Repavement. The DPW Engineer has informed me that the Vendor is doing excellent work. Additionally, Vendor has worked for the following local municipal entities: Village of Hempstead, Town of East Hampton, and the Town of Hempstead - all provided positive responses (see attached email).

These contracts are subject to the provisions of Article 8 of the New York State Labor Law. Accordingly, the County must provide certain notifications to the Commissioner of Labor, so that the NYSDOL is aware of the job and may audit compliance with prevailing wages, the Vendor must post information regarding its obligation to pay prevailing wages at the job sites, and the Vendor must submit documentation attesting to its payment of prevailing wages with each claim voucher submitted to the County. These safeguards are designed to provide employees with proper wage protection.

In response to information gathered by the County's OIG, Vendor has provided the attached explanation of USDOT vehicle "spot-check" inspection notices of violation. In all instances, the violations were remedied, or missing

Contract File

July 10, 2026

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SUBJECT: Contract No: H90059-01G
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documents were produced – most of the violations were dismissed.

The Department has concluded that the Vendor is a responsible vendor for the performance of the scope of work in Contract H90059-01G.



Jane Houdek
Attorney for DPW

JH:jd

Houdek, Jane M

From: Manny Macedo <mmacedo@macedoinc.com>
Sent: Wednesday, September 18, 2024 2:48 PM
To: Houdek, Jane M
Cc: Cleary, Robert; Macedo Inc; Dionisio, Loretta V; Kobel, Elizabeth
Subject: Re: FW: FW: Adverse Memo Needed: Macedo Contracting Services-T62801-01G *AND* H66309-01G plus Cleary e-mail

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good Afternoon Ms. Houdek and ALL:

In response to your email dated September 17th, I respectfully request your time and review of this response to further explain the details that occurred in Macedo's Department of Labor audits.

To start, there were two audits that occurred mainly at the same time. However, the Federal Department of Labor's audit period under review was February 2018 thru February 2021. Just before the conclusion of the settlement of this audit the Federal DOL requested and reviewed payroll records up to and including November 2021 -just prior to the final settlement being signed, to ensure that Macedo was currently compliant with all rules and regulations and that there were no further violations found between the ending audit period of February 2021 thru November 2021. This concluded that there were no further issues and the Federal Department of labor settled and closed the matter with the stipulation of payment agreement in November 2021. All the proof of payments and fully paid off settlement was previously provided.

The New York State Department of Labor audit reviewed February 2017 to February 2018 and February 2021 to July 2021. The New York State audit review was concluded later in June 2024. This audit ended more recently BECAUSE the New York State Department of Labor was periodically reviewing records up to and including most recently through 2024, to ensure that there were no further violations after the July 2021 audit end time period. NYS Department of Labor concluded that there were NO FURTHER violations after the audit end period of July 2021 through their last review in 2024 and finalized their conclusion of the audit and entered into the payment agreement/settlement arrangements shortly thereafter.

When these audits began in around early 2020- we worked diligently to re-structure and correct past errors and mistakes and ignorance's. To reiterate- both audits (Federal and State) required follow up review and periodic up to date records of our payroll records up to and including 2024, from all companies, just before the State closed/settled its audit and both Agencies found no violations after their initial audit review periods.

These audits did not find any prevailing wage issues. There were never and have never been prevailing wage issues found in our business conduct.

Unfortunately the settlement agreements and stipulations the Labor Agencies had signed do not go into depth about what our "side" of things were nor give any insight as to the fact that nothing done in the past by my prior organization was intentional or done in malice. It was in fact just a lack of knowledge. For a more in depth background as to why these violations even occurred, unfortunately the

main reason was inexperience with the complexities of payroll issues that can occur when you have multiple companies, and incorrect professional advice by a former accounting firm. At the time I started the original Macedo contraction inc company in 2004, it performed residential concrete work. Then in around 2016 I decided to focus more on commercial and industrial work. I was poorly l advised by a former accountant that we should form a separate company to conduct commercial work. We were also ill advised that the multiple companies would not have anything to do with one another with regards to payroll, especially since employees had different tasks at the different companies.

Since the audit's began and after retaining legal counsel to assist Macedo during these audits- we fired our previous accountant. We retained a new accounting firm, with specific extensive experience with construction firms. Having now learnt a great deal more than what was originally explained by our former accountant, I now understand and know that the Department of Labor views companies with similar owners and when employing the same employees as "one". So, any employees that work for one company, that also work for another entity with same ownership ,even if their duties and tasks are completely different, are and should be paid as if they are one full combined work week. I'm sure anyone can see how confusing this could get and it is not easy knowing all the rules nor is it common knowledge in our industry. Fortunately, we have learned that labor laws change often and are extremely extensive and it is a task all to itself to keep up with those rules and regulations, which I now strive to uphold.

Therefore several "safeguards" and multiple changes have been put into place by our organization since 2020 when the audits began and the depth of new knowledge began to be implemented.

We started our restructure and changes by closing out the original company of Macedo construction inc, and began the process to dissolve it. This took us a few years, but we started by no longer having employees. We finished any open residential contacts by subcontracting any remaining work. Then we started the lengthy process of closing and/or merging finances and assets. We also closed other businesses as well including odecam concrete supply, empire concrete pumping corp, etc. We focused only on Macedo Contracting services inc- one Operating business. We also took measures by hiring additional office administrative staff to focus solely on human resources and payroll. We retained legal counsel even after the Department of Labor audits concluded to maintain constant contact and openness about changes and questions related to Département of labor standards/ Fair labor standards Act. We also changed accounting firms a few years back, when the audits bagan, as a result of the information learnt about overtime and travel time and all the ill advice obtained prior to the audits by our former accountant.

Also, in the audits an employee made a claim that they were not paid travel time. Unfortunately we learned that the burden of proof is on the employer not the employee making allegations. And that is unfortunately where a big issue lied. In the past we did not keep extensive records and therefore allegations made by a disgruntled former employee were validated by the fact that I didn't have physical proof to refute their allegations. However, travel time/over time was proven to be paid to employees who were required to meet at our facility and drive work vehicles. However, we did not have more detailed records of "proof " that not every worker was supposed to come to the facility and travel to the job site from our facility. But one employee claimed they did, and we did not have proof that they did not or were not supposed to. This issue prompted extensive further changes. For starters, we eliminated half of our truck fleet. Making it less likely for anyone to use our trucks to get them to jobs sites. We have job site trailers that are mobilized to projects and everything needed is there, eliminating unnecessary need to travel or having employees need to travel with work trucks or materials. We installed security cameras at our facility that can show if someone is at the facility when they should not be.

The biggest and most important change we made is the extent and details of our record keeping since these audits. This of course was only able to be handled with additional office staff. The first implemented change to record keeping we initiated was requiring all employees to utilize a mobile app that is on their phones to clock in and out and track their GPS location while on duty. So there can no longer be disputed claims of over time or travel time. Everything is recorded by the employee on their app, they clock in ,clock out, take their mandatory lunch break and if they do travel from our facility to the job site -the Gps tracks that. We have been successfully utilizing this application since 2020. Furthermore, with the use of this application time cards are generated automatically. Employees are then required to review their printed times cards and sign off on their time as correct and accurate. These time cards indicate the job location each day, their hours clocked in and out and of course tracks any over time if applicable.

Other changes that were made since the audits are electronic emails everyday to all employees of the next day's schedule. These emails go out every afternoon to all employees and tell them where and what time to check in for work. In the past before we did emails, employees would sometimes unnecessarily show up at the facility even when not needed because they did not speak to or forget to speak to their supervisor the day before to find out where they needed to report the following day. This resulted in confusion and employees showing up at the facility and then going from the facility to the job and then making claims that they were owed travel time. This has not happened since 2020. Everyone is emailed where to report to. If anyone is required to report to the facility for anything it is indicated specifically in their email and they are to clock in as soon as they get to the facility. And if this results in over time, then it is all recorded.

Another safeguard which was already previously mentioned is the additional staff- and specific staff to keep maintenance and track of all employees utilizing the app every day and properly. Ensuring they sign off on their weekly time cards and that payroll is issued according to the employees time. Legal counsel on retainer specifically for Labor law and Business related issues and new accountant firm on retainer with extensive experience in the construction industry.

Another significant change we made was signing with the local unions. Since focusing exclusively on Macedo Contracting services and our municipal/ public works for the past several years we have now signed labor contracts with 2 main unions that our work force utilizes. These are now other agencies that periodically audits us and look for payroll accuracy according to labor law standards and ensure everything is accurate and in order when it comes to labor's pay.

Also, on the subject of exclusively performing municipal work now, we also produce certified payroll reports that tie to the employees time and match their time cards, so every minute and hour are accounted for as well on the certified payroll forms, which are produced every week for every project we are on.

The other important safeguard we implemented was that we do not have multiple companies or "shared employees".

The companies we have open as of today are:

Meso HoldingLLC- which is only a holding company for the facility we utilize

Auction Factory East Coast Corp: which is an online auction company I have that I myself do online auctions of repossession of items for lenders. It has no employees. It is something I do in my spare time in the off winter seasons.

Blueye logistics corp- is a trucking / hauling company I started in 2023 to subcontract trucks to haul materials. This company does not "share employees" with Macedo contracting services inc. It is run

independently from Macedo contractings with its own separate employees. As a side note, at the end of the State department of labor review, just before settlement, we offered them a review of our Blueeye logistics payroll records and they concluded there were no shared employees and no link between Macedo contracting services and Blueeye logistics, and therefore no issues existed with regards to labor standards

So, at this time Macedo Contracting Services Inc. is the main company that I maintain with a labor force of machine operators and laborers and masons. These employees that work for MACEDO do not work for any of my other businesses listed above.

Respectfully, being that I started my first business, Macedo construction inc, over 24 years ago and have maintained in business for this long, it would be inevitable to have been the subject to any kind of audit, even by the department of labor. I honestly do not know anyone in the construction industry that has been around as long as myself that has not at one time or another been subject to a review by the Department of labor.

But I can only speak for my specific experience and that is that I started my first company when I was only 20 years old. I built something on my own and kept it a small tight family business with only myself and my wife for the first 17 years. When we saw the expansion and our growth happening obviously more and more had to be learned and more administrative staff was hired. But like many things in life, sometimes you don't learn something until it's too late, and ignorance is no excuse for what occurred in the past. But it was not intentional, not malicious. I honored the audit results and paid all that was required and continue to do so. And all of the above described safeguards and measures have been in full effect since. I lived and learned through the experience and only came out better and more efficient and maintain no further issues with the department of labor.

I apologize if my email is excessively long and drawn out. But, my business is my life, and it is all very personal to me, so I hope this explains all that is needed.

Again, please keep me informed as to any review or meeting on the awards of these contracts so that I can make myself available and attend and /or respond to any further questions anyone might have.

Sincerely,

Manuel Macedo

On Tue, Sep 17, 2024 at 12:05 PM Houdek, Jane M <jhoudek@nassaucountyny.gov> wrote:

Mr. Macedo

Please provide a detailed explanation of why the Fair labor Standard Act violations occurred and the efforts you have made to ensure that your companies comply with labor laws include the Fair Laor Standards Act. When the Nassau county Contracts Inspector General sees that a vendor has violated laws such as the Fair Labor Standards Act it will require the vendor to explain why the violations occurred and the safeguards the vendor has put in place to make sure the violations do not reoccur.

Thank you

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONTRACTOR EVALUATION FORM (Interim/Final)

Contract No.: H61139-01G Number of Prime Contracts: 1

Contract Desc: Installation of Drainage Structures and Bulbouts, and placement of Rain Gardens

Contract Type: Drainage & Streetscape Contract Amt: \$1,283,120.50

Firm's Name: Macedo Contracting Services Vendor I.D.: [REDACTED]

Address: PO Box 64 Ronkonkoma NY 11779

Contract Completion Date: 07/18/2022

Evaluate: [Good (G); Satisfactory (S); Unsatisfactory (U) or Not Applicable (n/a)]

Work Quality	<u>G</u>	Physical Facilities	<u>G</u>
Reliability	<u>G</u>	Technical Ability	<u>G</u>
Accountability	<u>S</u>	Record Keeping	<u>S</u>
Achieving Schedule	<u>G</u>	Cooperation	<u>G</u>
Substitution of Materials	<u>G</u>	Supervision	<u>G</u>
Attendance at Meetings	<u>G</u>	Organization	<u>S</u>
Litigation (Y/N)	<u>NA</u>	Adequacy of Personnel	<u>S</u>
Compliance with Contract	<u>S</u>	Safety Compliance	<u>S</u>
		Overall Performance	<u>G</u>

Comments (Mandatory for U Ratings) _____

Rated by: James Caruso

Title: Project Manager II

Date: 07/18/2022

Reviewed by: Richard Iadevaio

Date: 8/10/22

Houdek, Jane M

From: Hagan, Michael
Sent: Wednesday, September 18, 2024 7:20 AM
To: Pecora, Joseph; Houdek, Jane M
Cc: Lutz, Harold
Subject: RE: FW: FW: Adverse Memo Needed: Macedo Contracting Services-T62801-01G *AND* H66309-01G plus Cleary e-mail

Jane

I reached out to the agencies listed below. Village of Hempstead stated that they perform good work and in a timely manner. If there was a problem with a project, they would fix it. They have no complaints. Statement came from Frank Germinaro, Director of Public Works. I spoke to Gennie Carroza, Senior Purchasing Agent for the Town of East Hampton. She stated that they had no complaints. All work was done in a timely manner. Whenever a strict deadline was given, they finished the work on time. For the Town of Hempstead, I spoke to Jeff Tierney, the Deputy Commissioner of Engineering. He stated that they are ok and completed their jobs in a timely manner. All three did not have an issue with them paying their employees. At the current time, I am waiting for Town of Oyster Bay to return my call.

Let me know if you need anything else.

Thanks
Mike

From: Pecora, Joseph <JPecora@nassaucountyny.gov>
Sent: Tuesday, September 17, 2024 8:37 AM
To: Hagan, Michael <mhagan@nassaucountyny.gov>
Cc: Lutz, Harold <hlutz@nassaucountyny.gov>
Subject: FW: FW: FW: Adverse Memo Needed: Macedo Contracting Services-T62801-01G *AND* H66309-01G plus Cleary e-mail

Please reach out asap and let jane know your findings . this is for the roundabout.

From: Houdek, Jane M <jhoudek@nassaucountyny.gov>
Sent: Monday, September 16, 2024 4:41 PM
To: Pecora, Joseph <JPecora@nassaucountyny.gov>
Subject: FW: FW: FW: Adverse Memo Needed: Macedo Contracting Services-T62801-01G *AND* H66309-01G plus Cleary e-mail

In the attached email Mr. Macedo refers to ongoing work with "Village of Hempstead, Town of East Hampton, Town of Oyster Bay, Town of Hempstead and more."
Please have the PM check with these entities and ask about Macedo's work – on time, without incident, no issues related to paying employees etc.

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, manuel macedo 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: Macedo Contracting Servies inc

Vendor's Address: 685 Station Rd Bellport NY US 11713

Vendor's EIN or TIN: [REDACTED]

Forms Submitted: _____

Political Campaign Contribution Disclosure Form: 05/29/2026 11:12:51 am

Lobbyist Registration and Disclosure Form: 05/29/2026 11:13:25 am

Business History Form certified: 07/15/2026 11:01:21 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 07/10/2026 11:04:23 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name manuel macedo [MMACEDO@MACEDOINC.COM]
Date Certified 07/08/2026 05:08:58 pm

I, manuel macedo 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.”

Manuel Macedo MMACEDO@MACEDOINC.COM
Name

President
Title

Macedo Contracting Services inc
Name of Submitting Entity

07/15/2026 02:54:58 pm
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: 04/24/2026

1) Proposer's Legal Name: Macedo Contracting Services Inc

2) Address of Place of Business: 685 Station Rd

City: Bellport State/Province/Territory: NY Zip/Postal Code: 11713

Country: US

Address: [REDACTED]

City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]

Country: US

Start Date: _____ End Date: _____

3) Mailing Address (if different): PO Box 64

City: ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779

Country: US

Phone: (631) 698-1120

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: Corporation (Describe) _____

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

YES ☒ NO ☐ If yes, please provide details:

Macedo Contracting Services operates out of a property-Rents space in the building and land owned by Meso Holding LLC. Within the same building/ warehouse 2 of my other businesses also rent space from Meso Holding LLC. Those other businesses being Auction Factory Eats coast and Blueye Logistics corp.

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☒ NO ☐ If yes, please provide details:

Active Businesses:

Auction Factory East Coast Corp. - unrelated to Macedo Contracting's operation's. Incorporated in 2020. It's an online auction company. it repossessed items for lenders and auctions off.

Blueye Logistics Corp. - Trucking/ hauling company. Incorporated in 2023- active

Meso Holding LLC 2017-current. Real estate holding company where Macedo Contracting Services inc. , Auction Factory East Coast Corp and Blueye Logistics Corp - all operate out of.

The following businesses are all closed/dissolved and unrelated to Macedo contracting Services's current operations : Almac House Lifting Inc; Empire Concrete Pumping Corp.; Indigo Restaurants Inc; Odecam concrete supply corp.; Liv Reis Costa Inc.

Macedo Construction Inc which was named together in DOL audit with Macedo contracting Services ins is also Close/ Disolved at this time.

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 ☒ 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 ☒ 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 ☒ 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 ☒ NO ☐ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

taken.

U.S. Department of Labor audit that resulted in a Consent Judgment as a result of a settlement which has been fully satisfied and paid in full and matter closed. Also a subsequent New York Department of Labor audit which resulted in a monetary settlement agreement has also been fully satisfied under the terms of the settlement agreement. These audits did not find any prevailing wage issues. The violations involved unpaid travel time and overtime in mixed use of employees in different companies that shared the same ownership.

These audits that found overtime violations were for 2016 to 2019 time periods under the company called Macedo Construction inc. - which is no longer an active company, since been dissolved.

During the time periods of the Federal department of labor audit none of my companies, Macedo construction inc nor my current company Macedo contracting services inc were even involved in federal or state work that required prevailing wage pay

4 File(s) uploaded: EMAIL CONFIRMING PAID IN FULL CLOSED.pdf, Proof of payments submitted paid in full.pdf, settlement paperwork (fully signed).pdf, signed consent judgment.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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

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

Manuel Macedo admitted to violations of the Fair Labor Standards Act in the Consent Judgment that resulted from the U.S. Department of Labor investigation settlement. as a result of a settlement which has been fully satisfied and paid in full and matter closed. Also a subsequent New York Department of Labor audit which resulted in a monetary settlement agreement has also been fully satisfied under the terms of the settlement agreement. See same attachments as question #13

2 File(s) uploaded: EMAIL CONFIRMING PAID IN FULL CLOSED.pdf, Proof of payments submitted paid in full.pdf

- 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.
- No conflict 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.
- No conflict exists
- (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.
- No conflict exists
- 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.
- Macedo Contracting Services Inc would assure the County that no conflict of interest would exist in the future by insuring that none of the listed situations in question 17 part A would change or arise during the course of our contract with the County. Or otherwise would notify the County immediately if something if the situation was to change.
- 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;
- 08/26/2016
- 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.
- Manuel Macedo, [REDACTED], president, vice president, treasure, secretary, chief exec, officer.

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

Manuel Macedo, [REDACTED], president, vice president, treasure, secretary, chief exec, officer.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

10

vi) Annual revenue of firm;

[REDACTED]

vii) Summary of relevant accomplishments

Between my current company Macedo contracting services and former businesses i have maintained a successful business generating combined revenues of over 8 million per year.
With great relationships in private and public sectors of construction industry

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

B. Indicate number of years in business.

10

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

10 years under macedo contracting services, 17 years under former company (now dissolved) macedo construction inc doing business in new york

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	debruin Engineering		
Contact Person	Jorge Aguirre, PE		
Address	1400 Old COuntry Rd		
City	Westbury	State/Province/Territory	NY
Country	US		
Telephone	(516) 513-1313		
Fax #			
E-Mail Address	jaguirre@debruinengineering.com		

Company	Town of Hempstead		
Contact Person	Brian Kunzig		
Address	350 Front Street		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 489-5000		
Fax #			
E-Mail Address	briakun@hempsteadny.gov		

Company	Village of Freeport		
Contact Person	Anthony Esposito		
Address	46 North Ocean Ave		
City	Freeport	State/Province/Territory	NY
Country	US		
Telephone	(516) 377-2233		
Fax #	(631) 698-3032		
E-Mail Address	aesposito@freeportny.gov		

I, manuel macedo , 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, manuel macedo , 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: macedo Contracting Services inc

Electronically signed and certified at the date and time indicated by:
Manuel macedo MMACEDO@MACEDOINC.COM

President

Title

07/15/2026 11:01:21 am

Date

STIPULATION OF SETTLEMENT

WHEREAS, on or around July 22, 2021 through March 22, 2024, the New York State Department of Labor ("NYSDOL") investigated the following person(s) and/or business entity(ies), collectively referred to hereafter as "the Employer:" Manuel C. Macedo and Macedo Construction, Inc. and Macedo Contracting Services, Inc.; and

WHEREAS, the NYSDOL has found that the Employer was in violation of the following statutes and regulations, among others: Labor Law §661, §191.1a and §195.1 and

WHEREAS, the NYSDOL has issued Notices of Labor Law Violations and Recapitulation Sheets, copies of which are attached hereto, to the Employer; and

WHEREAS, the NYSDOL has determined that the Employer has failed to pay a total of \$146,967.70 in wages and/or wage benefits to current and/or former employees for the collective period from February, 2017 to February, 2018 and February, 2021 to July, 2021 as set forth in the attached Recapitulation Sheets; and

WHEREAS, the NYSDOL has assessed an additional amount of \$36,742.05 in liquidated damages pursuant to Labor Law §663(2); and

WHEREAS, the NYSDOL has found that the Employer was in violation of recordkeeping and payment of wage requirements, as set out in Labor Law §661, §191.1a and §195.1, and has assessed civil penalties in the amount of \$3,000.00 for such violations; and

WHEREAS, the Employer and the NYSDOL mutually desire to fully resolve and settle the investigation of the Employer and to avoid the time, expense and inconvenience of litigation and therefore have entered into this Stipulation of Settlement ("Stipulation") to settle the claims for unpaid wages;

IT IS HEREBY AGREED:

1. The Employer will pay a total of \$170,512.94 in wages and/or wage benefits, liquidated damages, civil penalties, and interest, referred to as the "Restitution Amount." Payments will be made as follows:

PAYMENT

\$7,105.00

\$7,105.00

DUE DATE

June 15, 2024

July 1, 2024

\$7,105.00	August 1, 2024
\$7,105.00	September 1, 2024
\$7,105.00	October 1, 2024
\$7,105.00	November 1, 2024
\$7,105.00	December 1, 2024
\$7,105.00	January 1, 2025
\$7,105.00	February 1, 2025
\$7,105.00	March 1, 2025
\$7,105.00	April 1, 2025
\$7,105.00	May 1, 2025
\$7,105.00	June 1, 2025
\$7,105.00	July 1, 2025
\$7,105.00	August 1, 2025
\$7,105.00	September 1, 2025
\$7,105.00	October 1, 2025
\$7,105.00	November 1, 2025
\$7,105.00	December 1, 2025
\$7,105.00	January 1, 2026
\$7,105.00	February 1, 2026
\$7,105.00	March 1, 2026
\$7,105.00	April 1, 2026
\$7,097.94	May 1, 2026

Each payment will be paid by certified check, bank check, or money order, payable to the Commissioner of Labor and sent to:

The New York State Department of Labor
 400 Oak Street, Suite 102
 Garden City, NY 11530
 Attention: Labor Standards

2. Macedo Contracting Services, Inc. and Manuel C. Macedo shall execute an Affidavit of Confession of Judgment in the Restitution Amount simultaneously with the execution of this Stipulation. Upon the NYSDOL's receipt of all payments set forth above, said Affidavits of Confession of Judgment will become null and void.
3. The NYSDOL will make payments to the individuals listed on the Recapitulation Sheets attached to the Agreement in the amounts set forth therein.

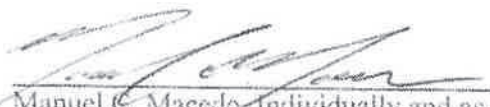
4. This Stipulation is intended as settlement only of the wages and/or wage benefits found to be due to the employees set forth in the attached Recapitulation Sheets for the time periods set forth therein. NYSDOL states that it will not issue future assessments against the Employer for unpaid wages and/or wage benefits due to any of the employees included in the Recapitulation Sheets for the periods covered therein, but reserves the right to investigate any claims of wages and/or wage benefits due to: other employees during any time period; or, the employees set forth in the attached Recapitulation Sheets for time periods other than those set forth therein.
5. The Employer shall be in default of this Stipulation if the Employer fails to make any payment as set forth in Paragraph One above within ten days of the date such payment is due. If the Employer fails to deliver payment, the NYSDOL may, without further notice, enter with the Clerk of the appropriate County(ies) any or all of the forementioned Affidavits of Confession of Judgment, giving credit for any monies already paid.
6. The Parties agree that this Stipulation shall serve as final settlement of this matter and that no Party shall seek or take further review, action, redress or appeal of or regarding such matter in or before the New York State Industrial Board of Appeals or any other court or forum except as may be necessary to enforce the terms of this Stipulation.
7. If any term, provision, covenant or restriction contained in this Stipulation, or any part thereof, is held by a court of competent jurisdiction or any foreign, federal, state, county or local government or any other governmental regulatory or administrative agency or authority or arbitration panel to be invalid, void, unenforceable or against public policy for any reason, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect.
8. The foregoing terms constitute the full and complete agreement among/between the NYSDOL and the Employer and no other promise, stipulation or agreement has been made by or between them, verbally or in writing.
9. The Employer hereby represents that it was represented by legal counsel, Matthew Cohen, Esq. of Kaufman Dolowich LLP at all times during settlement negotiations.

IN WITNESS WHEREOF, this Stipulation is made in duplicate, and the parties have affixed their signatures hereto:

Dated: ~~May~~ ^{June 24}, 2024


Angela Dean
Supervising Labor Standards Investigator
New York State Department of Labor
Division of Labor Standards
400 Oak Street, Suite 102
Garden City, N.Y. 11530

Dated: ~~May~~ ^{June} 12, 2024


Manuel C. Macedo, Individually and as an officer of
Macedo Contracting Services, Inc.
P.O. Box 64
Ronkonkoma, NY 11779

-----X
THE COMMISSIONER OF LABOR
OF THE STATE OF NEW YORK,

Plaintiff

AFFIDAVIT OF
CONFESSION OF
JUDGMENT

-against-

Manuel C. Macedo

Defendant

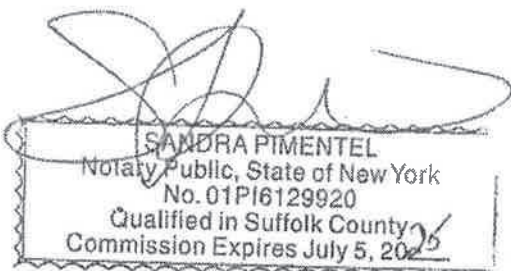
-----X
STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

Manuel C. Macedo, being duly sworn, deposes and says the following:

1. That I am a resident of the State of New York, County of _____.
2. That I was the employer of various employees for the collective period from February, 2017 to February, 2018 and February, 2021 to July, 2021 and failed to pay all wages required to be paid to such employees pursuant to the Labor Law of the State of New York, such unpaid wages amounting to \$146,967.70. The Commissioner of Labor of The State of New York (hereinafter referred to as "Commissioner") additionally assessed liquidated damages in the amount of \$22,045.24 plus penalties in the amount of \$1,500.00 the total amount due being \$170,512.94.
3. That I hereby confess that the sum of \$170,512.94 is thereby due and owing to the Commissioner and authorize the Commissioner to enter judgment, pursuant to Section 3218 of the Civil Practice Law and Rules of the State of New York, in the event of my failure to comply with any term of the aforementioned Stipulation of Settlement, for such sum less any payments that may have been made between the date of execution of this affidavit and the entry of judgment, in the County of Suffolk in the State of New York, or in any other county, state, or other jurisdiction in which I may reside or have an office for the transaction of business at the time of such entry.

Sworn to before me this
12 day of May, 2024


Manuel C. Macedo



-----X
THE COMMISSIONER OF LABOR
OF THE STATE OF NEW YORK,

Plaintiff

AFFIDAVIT OF
CONFESSION OF
JUDGMENT

-against-

Macedo Contracting Services, Inc.

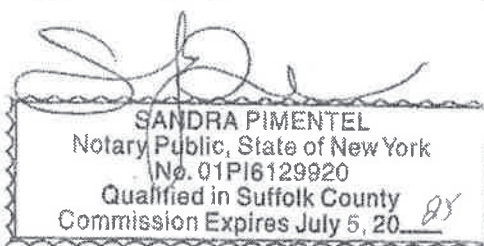
Defendants
-----X

STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

Manuel C. Macedo, being duly sworn, deposes and says the following:

1. That I am a resident of the State of New York, County of _____.
2. That I am an officer of Macedo Contracting Services, Inc. I have the power and authority to enter into this Confession of Judgment on behalf of each such entity.
3. That Macedo Contracting Services, Inc. having an office for the transaction of business in the State of New York, County of Suffolk, was the employer of various employees for the collective period February, 2017 to February, 2018 and February, 2021 to July, 2021 and failed to pay all wages required to be paid to such employees pursuant to the Labor Law of the State of New York, such unpaid wages amounting to \$146,967.70. The Commissioner of Labor of The State of New York (hereinafter referred to as "Commissioner") additionally assessed liquidated damages in the amount of \$22,045.24 plus penalties in the amount of \$1,500.00 the total amount due being \$170,512.94.
4. That Macedo Contracting Services, Inc. hereby confesses that the sum of \$170,512.94 is thereby due and owing to the Commissioner and authorizes the Commissioner to enter judgment, pursuant to Section 3218 of the Civil Practice Law and Rules of the State of New York, in the event of Macedo Contracting Services, Inc.'s failure to comply with any term of the aforementioned Stipulation of Settlement, for such sum less any payments that may have been made between the date of execution of this affidavit and the entry of judgment, in the County of Suffolk in the State of New York, or in any other county, state, or other jurisdiction in which Macedo Contracting Services, Inc. may have an office for the transaction of business at the time of such entry.

Sworn to before me this
12 day of June, 2024




Manuel C. Macedo, as duly authorized officer
of Macedo Contracting Services, Inc.

EXHIBIT B**Payment Schedule**

	Date Due	Amount Type	Principal Amount Due	Post-Judgment Interest Due	Total Due
1)	11/15/2021	Liquidated Damages	\$150,000.00	\$0.00	\$150,000.00 11/12/21
2)	12/15/2021	Liquidated Damages	\$45,840.36	\$692.50	\$46,532.86 12/10/21
3)	1/15/2022	Liquidated Damages	\$45,878.56	\$654.30	\$46,532.86 1/15/22
4)	2/15/2022	Liquidated Damages	\$45,916.79	\$616.07	\$46,532.86 2/15/22
5)	3/15/2022	Liquidated Damages	\$45,955.06	\$577.80	\$46,532.86 3/15/22
6)	4/15/2022	Liquidated Damages	\$45,993.35	\$539.51	\$46,532.86 4/15/22
7)	5/15/2022	Liquidated Damages	\$46,031.68	\$501.18	\$46,532.86 5/15/22
8)	6/15/2022	Liquidated Damages	\$46,070.04	\$462.82	\$46,532.86 6/15/22
9)	7/15/2022	Liquidated Damages	\$17,812.76	\$165.53	\$17,978.29 7/15/22
10)	7/15/2022	Back Wages	\$28,295.67	\$258.90	\$28,554.57 7/15/22
11)	8/15/2022	Back Wages	\$46,146.86	\$386.00	\$46,532.86 8/15/22
12)	9/15/2022	Back Wages	\$46,185.31	\$347.55	\$46,532.86 9/15/22
13)	10/15/2022	Back Wages	\$46,223.80	\$309.06	\$46,532.86 10/15/22
14)	11/15/2022	Back Wages	\$46,262.32	\$270.54	\$46,532.86 11/15/22
15)	12/15/2022	Back Wages	\$46,300.87	\$231.99	\$46,532.86 12/15/22
16)	1/15/2023	Back Wages	\$46,339.46	\$193.40	\$46,532.86 1/15/23
17)	2/15/2023	Back Wages	\$46,378.07	\$154.79	\$46,532.86 2/15/23
18)	3/15/2023	Back Wages	\$46,416.72	\$116.14	\$46,532.86 3/15/23
19)	4/15/2023	Back Wages	\$46,455.40	\$77.46	\$46,532.86 4/15/23
20)	5/15/2023	Back Wages	\$46,494.12	\$38.75	\$46,532.87 5/15/23
		Civil Money			
21)	6/15/2023	Penalties	\$52,346.25	\$903.51	\$53,249.76 6/15/23
		TOTALS	\$1,033,343.45	\$7,497.80	\$1,040,841.25



Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD CMP Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Tue, Apr 18, 2023 at 10:23 AM



An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD CMP Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: \$53,249.76
Payment Date: 04/19/2023

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 04/18/2023 10:23:33 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
CMP Case Number 1: 1897401
Act 1: FLSA
Date of Assessment 1: 11/10/2021
Amount 1: \$53,249.76
CMP Case Number 2:
Act 2:
Date of Assessment 2:
Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.



Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service



Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>

To: info@macedoinc.com

Mon, Apr 17, 2023 at 11:28 AM



An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region

Pay.gov Tracking ID: [REDACTED]

Agency Tracking ID: [REDACTED]

Account Holder Name: macedo constructcion inc

Transaction Type: ACH Debit

Transaction Amount: \$46,532.87

Payment Date: 04/18/2023

Account Type: Business Checking

Routing Number: [REDACTED]

Account Number: [REDACTED]

Transaction Date: 04/17/2023 11:28:58 AM EDT

Total Payments Scheduled: 1

Frequency: OneTime

Company Name: Macedo Construction inc

BW Case Number 1: 1897401

Date of Assessment 1: 11/01/2021

Payment Amount 1: \$46,532.87

BW Case Number 2:

Date of Assessment 2:

Payment Amount 2:

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Macedo Inc <info@macedo-inc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedo-inc.com

Thu, Mar 30, 2023 at 11:10 AM



An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: macedo constructcion inc
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 03/31/2023

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 03/30/2023 11:10:46 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Macedo Inc <info@macedo-inc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedo-inc.com

Fri, Mar 10, 2023 at 3:27 PM



An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 03/13/2023

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 03/10/2023 03:27:47 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Wed, Feb 15, 2023 at 1:00 PM



An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: [REDACTED]
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 02/16/2023

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 02/15/2023 01:00:19 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Fri, Jan 13, 2023 at 4:19 PM



An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 01/17/2023

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 01/13/2023 04:19:23 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Tue, Dec 6, 2022 at 12:33 PM



An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: [REDACTED]
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 12/07/2022

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 12/06/2022 12:33:55 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

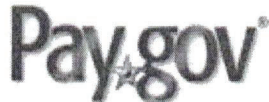
1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Tue, Nov 8, 2022 at 5:13 PM



An official email of the United States government



Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 11/09/2022

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 11/08/2022 05:13:26 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Macedo Inc <info@macedo-inc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

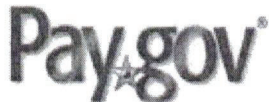
1 message

notification@pay.gov <notification@pay.gov>
To: info@macedo-inc.com

Fri, Oct 7, 2022 at 11:35 AM



An official email of the United States government



Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 10/11/2022

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 10/07/2022 11:35:07 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

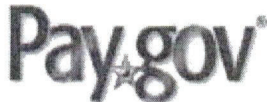
1 message

notification@pay.gov <notification@pay.gov>
To: info@macedo-inc.com

Tue, Sep 13, 2022 at 11:37 AM



An official email of the United States government



Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 09/14/2022

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 09/13/2022 11:37:07 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Macedo Inc <info@macedo-inc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

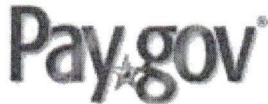
1 message

notification@pay.gov <notification@pay.gov>
To: info@macedo-inc.com

Sun, Jul 17, 2022 at 8:39 AM



An official email of the United States government



Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 07/19/2022

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 07/17/2022 08:39:11 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Macedo Inc <info@macedo-inc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

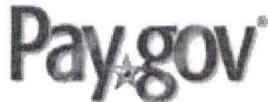
1 message

notification@pay.gov <notification@pay.gov>
To: info@macedo-inc.com

Mon, Jun 20, 2022 at 1:48 PM



An official email of the United States government



Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 06/22/2022

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 06/20/2022 01:48:41 PM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$17,978.29
BW Case Number 2: 1897401
Date of Assessment 2: 11/10/2021
Payment Amount 2: \$28,554.57

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.



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Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

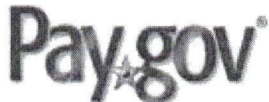
1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Mon, Jun 6, 2022 at 11:40 AM



An official email of the United States government



Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 06/07/2022

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 06/06/2022 11:40:22 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.



Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service



Macedo Inc <info@macedo-inc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

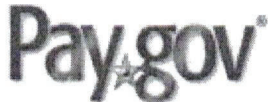
1 message

notification@pay.gov <notification@pay.gov>
To: info@macedo-inc.com

Wed, Apr 27, 2022 at 1:59 PM



An official email of the United States government



Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 04/28/2022

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 04/27/2022 01:59:47 PM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.



Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service



Macedo Inc <info@macedo-inc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - MW Region

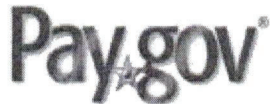
1 message

notification@pay.gov <notification@pay.gov>
To: info@macedo-inc.com

Thu, Mar 31, 2022 at 10:52 AM



An official email of the United States government



Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - MW Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: [REDACTED]
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 04/01/2022

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 03/31/2022 10:52:28 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

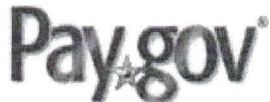
1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Thu, Feb 24, 2022 at 1:07 PM



An official email of the United States government



Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 02/25/2022

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 02/24/2022 01:07:15 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Macedo Inc <info@macedo-inc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

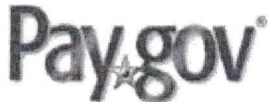
1 message

notification@pay.gov <notification@pay.gov>
To: info@macedo-inc.com

Tue, Feb 1, 2022 at 3:04 PM



An official email of the United States government



Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 02/02/2022

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 02/01/2022 03:04:47 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: MACEDO CONSTRUCTION INC
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

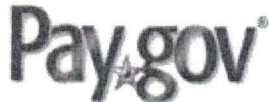
1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Tue, Jan 4, 2022 at 11:13 AM



An official email of the United States government



Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 01/05/2022

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 01/04/2022 11:13:29 AM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service



Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

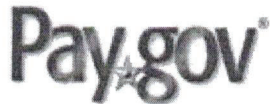
1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Wed, Dec 15, 2021 at 10:50 AM



An official email of the United States government



Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: sandra Pimentel
Transaction Type: ACH Debit
Transaction Amount: \$46,532.86
Payment Date: 12/16/2021

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 12/15/2021 10:50:13 AM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Macedo Inc <info@macedo-inc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

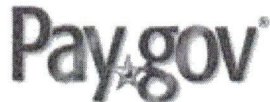
1 message

notification@pay.gov <notification@pay.gov>
To: info@macedo-inc.com

Fri, Nov 12, 2021 at 1:49 PM



An official email of the United States government



Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: \$150,000.00
Payment Date: 11/15/2021

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: [REDACTED]

Transaction Date: 11/12/2021 01:49:39 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: \$150,000.00
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

MARTIN J. WALSH, Secretary of Labor,
United States Department of Labor,

Plaintiff,

v.

MACEDO CONSTRUCTION INC.; MACEDO
CONTRACTING SERVICES, INC.; ODECAM
CONCRETE SUPPLY CORP.; and MANUEL
MACEDO, individually,

Defendants.

:
:
CONSENT JUDGMENT

: Civil Action No. 21-
:
:

1. Plaintiff, MARTIN J. WALSH, the Secretary of Labor ("Plaintiff"), has filed its Complaint and Defendants MACEDO CONSTRUCTION, INC., MACEDO CONTRACTING SERVICES, INC., ODECAM CONCRETE SUPPLY CORP., and MANUEL MACEDO ("Defendants") appeared by Counsel, waived their answer, and agree to the entry of this Consent Judgment without contest.

2. Defendants agree that they are a covered enterprise under sections 3(r) and 3(s) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201 *et seq.*) (the "Act" or the "FLSA") and that the provisions of the Act apply to Defendants.

3. Defendants agree that Defendant Manuel Macedo regulated the employment of all persons employed by him and is thus an employer within the meaning of section 3(d) of the Act.

4. Defendants submit to the jurisdiction of this Court over them and over the subject matter of this action. Defendants admit that this Court has the authority to enter and enforce this Order and that this Court is the most appropriate venue for any enforcement action which may be required as a result of this Order.

5. Defendants acknowledge and admit that they violated certain provisions of the Act. Specifically, Defendants acknowledge and admit that between February 9, 2018 through February 6, 2021, certain employees routinely worked in excess of 40 hours per week without receiving additional premium pay for overtime hours.

6. Defendants further acknowledge and admit that between February 9, 2018 through February 6, 2021, they did not make, keep and preserve all records of wages, hours, and other conditions and practices of employment maintained by them as required by sections 11(c) and 15(a)(5) of the Act, and as prescribed by the regulations found in 29 C.F.R. Part 516 that are issued, and from time to time amended, pursuant to section 11(c) of the Act.

7. By executing this Consent Judgment, Defendants waive formal service of process of the summons and complaint. Defendants acknowledge that they have notice of, and understand, the provisions of this Consent Judgment, and acknowledge their responsibilities pursuant to this Consent Judgment, and acknowledge that they will be subject to sanctions in contempt of this Court and may be subject to punitive damages if they fail to comply with the provisions of this Consent Judgment. This Consent Judgment hereby resolves all remaining claims in this matter.

It is, therefore, upon motion of the attorneys for Plaintiff and for cause shown ORDERED that:

I. Defendants, their officers, employees, agents, and all persons acting or claiming to act in Defendants' behalf and interest, be, and hereby are, permanently enjoined and restrained from violating the provisions of sections 7, 11(c), 15(a)(2), 15(a)(3), and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201 et seq.) ("the Act"), in any of the following manners:

(1) Defendants shall not, contrary to section 7 of the Act, employ any of their non-

exempt employees in any workweek for workweeks longer than the hours now, or which in the future become, applicable under sections 7 and 15(a)(2) of the Act, unless the employees receive compensation for their employment in excess of the prescribed hours at rates not less than one and one-half times the employees' regular rates.

- (2) Defendants shall make, keep, and preserve adequate records of their employees and of the wages, hours, and other conditions and practices of employment maintained by them as prescribed by the Regulations issued pursuant to section 11(c) of the Act and found at 29 C.F.R. Part 516.
- (3) Defendants shall not discharge or take any retaliatory action against any employee because the employee engages in, or is believed to have engaged in, any of the following activities:
 - a. Discloses, protests, or threatens to disclose or protest to a supervisor or to a public agency any activity, policy, or practice of Defendants or another employer with whom there is a business relationship, that the employee reasonably believes is in violation of the Act or a rule or regulation promulgated pursuant to the Act;
 - b. Provides information to, or testifies before, any public agency or entity conducting an investigation, hearing or inquiry into any alleged violation of the Act, or a rule or regulation promulgated pursuant to the Act, by Defendants or another employer with whom there is a business relationship;
or
 - c. Objects to, or refuses to participate in any activity, policy or practice which

the employee reasonably believes is in violation of the Act or a rule or regulation promulgated pursuant to the Act.

II. Upon the parties agreement that unpaid overtime back wages are owed and shall be paid to the employees listed in the attached Exhibit A in the amount of **\$490,498.60**, plus an equal additional amount of liquidated damages of **\$490,498.60**, post-judgment interest in the amount of **\$6,594.29**, and Civil Money Penalties in the amount of **\$52,346.25**, plus post-judgment interest in the amount of **\$903.51**, for a total amount of **\$1,040,841.25**, it is:

ORDERED that Defendants and all persons acting on their behalf are enjoined and restrained from withholding the payment of **\$490,498.60** in unpaid overtime back wages due Defendants' current and former employees listed in Exhibit A. Further, Defendants shall pay a total of **\$490,498.60** in liquidated damages, plus **\$6,594.29** in post-judgment interest due Defendants' employees listed in Exhibit A, and **\$52,346.25** in Civil Money Penalties plus **\$903.51** in post-judgment interest to the Plaintiff. These payments shall be made by Defendants in accordance with Paragraph III of this Consent Judgment.

III. The provisions of this Consent Judgment relative to back wage payments, liquidated damages, post-judgment interest, and Civil Money Penalties shall be deemed satisfied when Defendants fully comply with the terms of payment set forth below and on the attached Exhibit B. Payment of the monies owed shall be made beginning with a down payment of **\$150,000.00** made on or about **November 15, 2021**. The remaining balance of **\$890,841.25** shall be made in nineteen (19) monthly installment payments according to Exhibit B. All payments shall be paid by Defendants by credit card, debit card, or bank account transfer by going to www.pay.gov and completing the following steps:

A. For electronic payment of the back wages, liquidated damages, and post-judgment

interest totaling **\$987,591.49**, Defendants shall follow the following instructions:

1. Go to www.pay.gov and click on the "Find an Agency" tab, then click on the letter "L" and then click on "Labor (DOL): Wage and Hour Division (WHD)."
2. Click on the "Continue to the Form" tab under "**WHD Back Wage Payment Form – Northeast Region**".
3. Click on "Continue the Form" and complete the required fields. For "BW Case Number" enter "**1897401**". The "Date of Assessment" is the date this Consent Judgment is approved by the Court.

B. For electronic payment of the Civil Money Penalties and post-judgment interest in the amount of **\$53,249.76**, Defendants shall follow the following instructions:

1. Go to www.pay.gov and click on the "Find an Agency" tab, then click on the letter "L" and then click on "Labor (DOL): Wage and Hour Division (WHD)."
2. Scroll down and click on the "Continue to the Form" tab under "**WHD Civil Money Payment Form – Northeast Region**".
3. Click on "Continue the Form" and complete the required fields. For "CMP Case Number" enter "**1897401**". The "Date of Assessment" is the date this Consent Judgment is approved by the Court.

IV. The Secretary shall distribute Defendants' payments for back wages, liquidated damages, and post-judgment interest less any legal deductions to the former and current employees, or to their estates, as set forth in Exhibit A. Any sums not distributed within a period of three years from the date of receipt shall, pursuant to section 16(c) of the Act, be covered into the Treasury of the United States as miscellaneous receipts. Defendants remain responsible for

paying the employer's share of any applicable taxes to the appropriate state and federal revenue authorities.

V. Defendants, and anyone acting on their behalf, shall not in any way directly or indirectly demand, require or accept any of the back wages, liquidated damages, interest, or Civil Money Penalties from any person listed in Exhibit A or from their personal representatives or estates. Defendants, and anyone acting on their behalf, shall not threaten or imply that adverse action will be taken against any person because of his or her receipt of funds due under the provisions of this Consent Judgment or the Act. Violation of this Paragraph V may subject Defendants to equitable and legal damages, including punitive damages and civil contempt.

VI. Defendants shall assist the Plaintiff in the distribution of the back wages, liquidated damages, and interest due by providing the last known addresses and social security numbers, if such is available, of the current and former employees listed in Exhibit A.

VII. If Defendants fail to make any of the payments as set forth in Paragraph III, a seven calendar-day grace period shall be allowed for receipt of such payment. If the U.S. Department of Labor does not receive the payments by the eighth calendar-day after which they are due, the U.S. Department of Labor's representatives will notify Defendants through their attorney, Matthew Cohen, Esq. Defendants are responsible for timely notifying the U.S. Department of Labor of any change in the identity or contact information of their attorney. If the U.S. Department of Labor does not receive payment within 10 days of notifying Defendants' attorney of an overdue payment, then the total amount due under this Judgment of **\$1,040,841.25**, less any amounts already received by the Secretary pursuant to this Judgment, shall become due immediately and the Court shall appoint a Receiver to effectuate all of the terms of this Consent Judgment. In the event a Receiver is appointed, it is ORDERED that:

- (1) Defendants shall cooperate with the Receiver in all respects, and shall provide to the Receiver any and all reasonable information which the Receiver may require to carry out its appointment and in accordance with the authority given to the Receiver pursuant to applicable law at the time of appointment.
- (2) All the expenses of the accountant or Receiver shall be borne solely by Defendants.
- (3) The Receiver shall serve only until the monetary terms of Paragraph III of this Consent Judgment are satisfied.
- (4) The Receiver shall have full authority to: collect Defendants' assets and report his/her findings to the Court and the parties; to redeem and/or liquidate Defendants' assets and turn over the proceeds to the Secretary; if the asset is a debt that is due, collect it and turn over the proceeds to the Secretary; to analyze all indebtedness and where deemed appropriate seek restructuring; to analyze all transfers of Defendants' assets; to prevent waste or fraud; and to do all acts and take all measures necessary or proper for the efficient performance of the duties under this Consent Judgment.

VIII. ORDERED that Defendants shall distribute a copy of the attached Exhibit C in English and Spanish to each current employee within 20 calendar days of the date of entry of this Consent Judgment.

IX. Neither the commencement of this action nor the provisions of this Consent Judgment shall in any way affect, determine, or prejudice any and all legal rights of any employees not listed in Exhibit A of this Consent Judgment, be they current or former employees, to file any action against Defendants under section 16(b) of the Act or likewise for any current or former employee listed in Exhibit A of this Consent Judgment to file any action against Defendants under

section 16(b) of the Act for violations alleged to have occurred after February 6, 2021.

X. Each party will bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

XI. The Court retains jurisdiction over this matter for the purposes of enforcing this Consent Judgment.

DATED: November 7, 2021

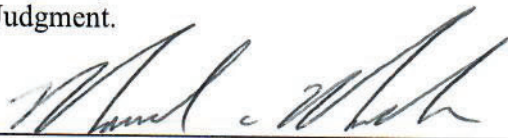
CENTRAL ISLIP, NY

SO ORDERED:

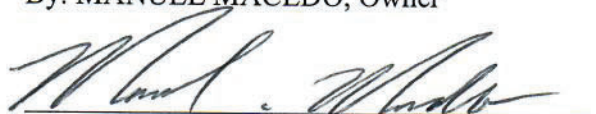
HONORABLE
UNITED STATES DISTRICT JUDGE

Defendants appeared by the undersigned counsel and waived their answer and any defense to the Complaint, and consent to the entry of this Judgment.

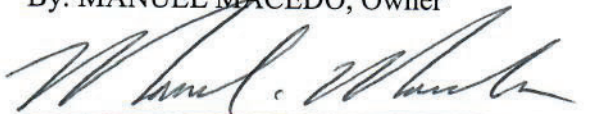
BY:



MACEDO CONSTRUCTION, INC.
By: MANUEL MACEDO, Owner



MACEDO CONTRACTING SERVICES, INC.
By: MANUEL MACEDO, Owner



ODECAM CONCRETE SUPPLY CORP.
By: MANUEL MACEDO, Owner



MANUEL MACEDO, Individually

MATTHEW COHEN, ESQ.
Kaufman Dolowich Voluck
135 Crossways Park Drive, Suite 201
Woodbury, NY 11797
Telephone: 516-283-8754
Email: mcohen@kdvlaw.com

Attorney for Defendants

STATE OF NEW YORK)

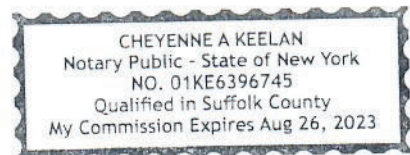
COUNTY OF Suffolk , :SS:

On the 7 day of ~~October~~ November, 2021 before me came **MANUEL MACEDO**, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of **MACEDO CONSTRUCTION, INC.**, described in and which executed the foregoing instrument, that he signed his name thereto by like order.

Cheyenne A Keelan
NOTARY PUBLIC

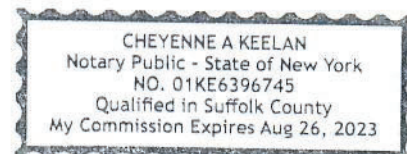
STATE OF NEW YORK)

COUNTY OF Suffolk , :SS:



On the 7 day of ~~October~~ November, 2021 before me came **MANUEL MACEDO**, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of **MACEDO CONTRACTING SERVICES, INC.**, described in and which executed the foregoing instrument, that he signed his name thereto by like order.

Cheyenne A Keelan
NOTARY PUBLIC



STATE OF NEW YORK)

COUNTY OF Suffolk) :SS:

On the 7 day of ~~October~~ November, 2021 before me came **MANUEL MACEDO**, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of **ODECAM CONCRETE SUPPLY CORP.**, described in and which executed the foregoing instrument, that he signed his name thereto by like order.

Cheyenne A Keelan
NOTARY PUBLIC



STATE OF NEW YORK)

COUNTY OF Suffolk) :SS:

On the 7 day of ~~October~~ November, 2021 before me came **MANUEL MACEDO**, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Cheyenne A Keelan
NOTARY PUBLIC

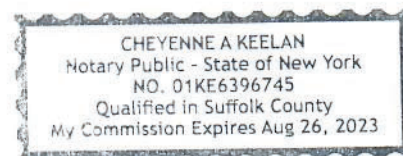


EXHIBIT A

First Name	Last Name	Back Wages Due	Liquidated Damages Due	Interest Due	Total Due
Mario	Agustin				
Felix	Alas				
Diego	Alas Gomez				
Roberto	Alcantar				
Manuel	Alcantara				
Jaime	Alicea				
Rodrigo	Alvarado				
Ulises	Argueta				
Antonio	Arriaza				
Amaury	Baez				
Jose	Balbuca-Condo				
Helmer	Brightley				
Valentine	Campbell				
Alberto	Casas Corea				
Jose	Casas Leon				
Marcos	Castillo				
Carlos	Castillo				
	Mendoza				
Francisco	Correa				
Pedro	Correa				
	Rodriguez				
Henrik	Cruz				
Theodore	Cubillos				
Frank	Deblanco				
Santiago	Delgado				
Guillermo	Delgado Vega				
Jose	DePaz Vasquez				
Francisco	Diaz				
Michael	Digregorio				
Carlos	Encarnacion				
Yatzon	Flores				
Jean	Foronda-				
	Martinez				
Edwin	Gamez				
Jose	Garcia				
Antonio	Gevara				
Eduer	Gonzalez				
Santos	Gonzalez				
Christopher	Guadalupe				
Reynaldo	Gutierrez Mejia				
Liam	Hendricks				

Felix	Hernandez
Luis	Hernandez
Miguel	Hernandez
Rodolfo	Hernandez
Miguel	Hernandez
	Escobar
Juan	Hernandez
	Nunez
Osmar	Jiron Lara
Mateo	Landa
Steve	Lannon
Jose	Leon
Juan	Leon
Guillermo	Leon Casas
Jose	Leon Landin
Rodolfo	Leon Salinas
Manuel	Lopez
Edwin	Lopez Aviles
Jonas	Marquez
	Martinez
Amilcar	Martinez
Luis	Martinez
	Palencia
Gerson	Mata
Marvin	Mazariegos
Alfonso	Medrano
Nicolas	Mendoza
Marvin	Mendoza
	Salinas
Daniel	Mesquita
Joseph	Modesto
Luis	Molina
Joel	Moreno
	Munguia
Raul	Moreno-
	Hernandez
Alan	Naut
Enrique	Olan Deli
Elmer	Orellana
Israel	Ortega
Reinaldo	Paez Fernandez
Manuel	Paz
Alan	Paz Reyes
Juan	Perez
Juan	Perez Nunez

Manuel	Pimentel
Omar	Portillo
Juan	Quintanilla
Wilfredo	Quintanilla
Juan	Quintanilla
	Morales
Francisco	Reyes
Pedro	Rodriguez
Cristofer	Rodriguez Solis
Rodrigo	Saldana
Hector	Saldana
	Espinosa
Yago	Sanchez
Jesus	Santana
Anthony	Sinatra
Eli	Soto Cove
Narciso	Tineo
Jairo	Torrez Romero
Rogelio	Trejo
Rogelio	Trejo-Saldana
Brian	Vilchez Garcia
Ricardo	Villalta
Samuel	Villatoro
Wilmer	Villatoro
Gilmer	Zavala

TOTALS

EXHIBIT B

Payment Schedule

Date Due	Amount Type	Principal Amount Due	Post-Judgment Interest Due	Total Due
11/15/2021	Liquidated Damages			
12/15/2021	Liquidated Damages			
1/15/2022	Liquidated Damages			
2/15/2022	Liquidated Damages			
3/15/2022	Liquidated Damages			
4/15/2022	Liquidated Damages			
5/15/2022	Liquidated Damages			
6/15/2022	Liquidated Damages			
7/15/2022	Liquidated Damages			
7/15/2022	Back Wages			
8/15/2022	Back Wages			
9/15/2022	Back Wages			
10/15/2022	Back Wages			
11/15/2022	Back Wages			
12/15/2022	Back Wages			
1/15/2023	Back Wages			
2/15/2023	Back Wages			
3/15/2023	Back Wages			
4/15/2023	Back Wages			
5/15/2023	Back Wages			
	Civil Money			
6/15/2023	Penalties			
TOTALS				

EXHIBIT C

Aviso a Los Empleados

Macedo Construction, Inc., Macedo Contracting Services, Inc., Odecam Concrete Supply Corp., and Manuel Macedo (en conjunto, los "Demandados") han llegado a un acuerdo con el Departamento de Trabajo de EE. UU. y en un acuerdo de conciliación con respecto a sus empleados. El acuerdo de conciliación ha sido aprobado por un juez.

Según el acuerdo de conciliación, los Demandados pagarán al Departamento de Trabajo de los EE. UU. los salarios atrasados y los indemnización de danos y perjuicios para ciertos empleados actuales y ex empleados quienestrabajaron en su tienda desde febrero de 2018 y febrero de 2021, y el Departamento de Trabajo distribuirá los salarios atrasados y los indemnización de danos y perjuicios directamente a los empleados.

Usted tiene derecho a recibir el total de cualquier monto de los salarios atrasados (menos impuestos) y los daños y perjuicios justos que se le deben. Es contra la ley que los Demandados o cualquier persona que actúe en su nombre soliciten la devolución de este dinero o pedirle que renuncie a su salario actual o futuro para obtener el dinero del acuerdo.

Usted está protegido por la Ley de Normas Laborales Justas (FLSA por sus siglas en ingles), y también es contra la ley que su empleador lo despida, denunciarlo a inmigración, tome represalias en su contra de cualquier manera o lo amenace con hacer cualquiera de estas cosas por aceptar el dinero del acuerdo o negarse a devolver cualquier dinero que se le haya pagado como parte del acuerdo con el Departamento de Trabajo de EE. UU. Su empleador también tiene prohibido de tomar represalias contra usted por proporcionar información al Departamento de Trabajo de los EE. UU. y/o quejarse por no recibir el salario mínimo o las horas extra por las horas que trabajó. Su empleador debe pagar a los empleados por todas las horas trabajadas, incluidas las horas extras trabajadas sobre 40 en una semana laboral a una tasa de al menos 1,5 veces la tasa de pago regular del empleado.

Si es un empleado y no se le paga por todas sus horas trabajadas, no se le paga el salario mínimo por todas las horas que trabaja, no se le pagan por las horas extras, si se le ha pedido que devuelva el dinero del acuerdo, si se ha tomado represalias contra usted, o si necesita actualizar su información de contacto, llame al Departamento de Trabajo de EE. UU. al (866) 487-9243. Su nombre se mantendrá confidencial en la máxima medida permitida por la ley.

Notice to Employees

Macedo Construction, Inc., Macedo Contracting Services, Inc., Odecam Concrete Supply Corp., and Manuel Macedo (together, "Defendants") have settled a lawsuit with the U.S. Department of Labor and entered into a settlement agreement regarding their employees. The settlement agreement has been approved by a judge.

Under the settlement agreement, Defendants will pay the U.S. Department of Labor back wages and liquidated damages for certain current and former employees who worked for them between February 2018 and February 2021, and the Department of Labor will distribute the back wages and liquidated damages directly to the employees.

You have the right to receive the full amount of any back wages (after taxes) and liquidated damages you are owed. It is against the law for Defendants or any person acting on their behalf to ask for this money back or ask you to give up your current or future wages to get money from the settlement.

You are protected by the Fair Labor Standards Act (FLSA), and it is also against the law for your employer to fire you, report you to immigration, retaliate against you in any way, or threaten to do any of these things for accepting settlement money or refusing to return any money paid to you as part of the settlement with the U.S. Department of Labor. Your employer is also prohibited from retaliating against you for providing information to the U.S. Department of Labor and/or complaining about not receiving minimum wage or overtime for the hours that you worked. Your employer must pay employees for all hours worked, including overtime for all hours worked over 40 in a workweek at a rate of at least 1.5 times the employee's regular rate of pay.

If you are an employee and are not paid for all of your hours worked, are not paid minimum wage for all the hours you work, are not paid overtime, if you have been asked to return your settlement money, if you have been retaliated against, or if you need to update your contact information, please call the U.S. Department of Labor at (866) 487-9243. Your name will be kept confidential to the maximum extent permitted by law.

RE: Macedo Construction DOL settlement

1 message

DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
To: Macedo Inc <info@macedo-inc.com>

Good Morning Ms. Pimentel,

I hope you are doing well. I apologize for not responding sooner. The last check cleared on 4/30/2026 and there is a zero balance on this case. This matter is closed.

Please let me know if you have any other questions.

Thank you,

Jeyce DeClue

Investigative Specialist II

New York State Department of Labor

Division of Labor Standards

400 Oak Street, Suite 102, Garden City, NY 11530

(516) 240-2876 | jeyce.declue@labor.ny.gov

dol.ny.gov

[Facebook](#) | [Twitter](#) | [YouTube](#) | [LinkedIn](#)



From: Macedo Inc <info@macedo-inc.com>**Sent:** Wednesday, April 29, 2026 6:20 PM**To:** DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>**Subject:** Re: Macedo Construction DOL settlement

ATTENTION: This email came from an external source. Do not open attachments or click on links if you are not sure they are safe.

Good afternoon by now you should have received our last and final payment completing our stipulated payment agreement. I know you previously told me you don't send any kind of satisfaction letter.

I am just writing to request if you can send me some sort of confirmation email that our case is fully satisfied and paid in full and officially closed. During the course of our business the issues future inquiries aware that this is officially closed. Thank you very much

Sandra Pimentel

Office Administrator

631-698-1120

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On Mon, Jan 26, 2026, 12:20 PM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

You are very welcome, enjoy the rest of your day!

Jeyce DeClue

Investigative Specialist II

New York State Department of Labor

Division of Labor Standards

400 Oak Street, Suite 102, Garden City, NY 11530

(516) 240-2876 | jeyce.declue@labor.ny.gov

dol.ny.gov

[Facebook](#) | [Twitter](#) | [YouTube](#) | [LinkedIn](#)



From: Macedo Inc <info@macedo-inc.com>

Sent: Monday, January 26, 2026 12:13 PM

To: DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>

Subject: Re: Macedo Construction DOL settlement

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No apology necessary. Thank you for your response I'm glad that we are on the same page. When I send the final payment shortly after all requests a confirmation email. Thank you so mu

Sandra Pimentel

Office Administrator

631-698-1120

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On Mon, Jan 26, 2026, 12:07 PM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

Good Afternoon Pimentel,

I hope you are doing well, and I apologize for not getting back to you sooner. You are correct, the remaining balance on the case is **\$28,412.94**. Unfortunately, we do not send any paper to know if you have any other questions.

Best Regards,

Jeyce DeClue

Investigative Specialist II

New York State Department of Labor

Division of Labor Standards

400 Oak Street, Suite 102, Garden City, NY 11530

(516) 240-2876 | jeyce.declue@labor.ny.gov

dol.ny.gov

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From: Macedo Inc <info@macedoinc.com>
Sent: Thursday, January 22, 2026 11:36 AM
To: DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
Subject: Re: Macedo Construction DOL settlement

ATTENTION: This email came from an external source. Do not open attachments or click on links unless you are expecting this message.

Good morning,

We are getting close to the end of our payment settlement agreement and just would like to make sure we are all on the same page, since there is no way of me actually getting receipt of the payments.

As of today, January 22, 2026 My records reflect that the following instalments payments remain:

february 1, 2026 \$7,105.00

March 1, 2026 \$7,105.00

April 1, 2026 \$7,105.00

May 1, 2026 \$7,097.94

At the last payment is there some sort of confirmation/ satisfaction we can receive to reflect everything made in good order?

Thank you. I await your response.

Sandra Pimentel

Macedo Contracting Services Inc

631-698-1120

On Tue, Mar 11, 2025 at 9:40 AM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

No apologies necessary, Garden City is fine. Enjoy the rest of your day!

Jeyce DeClue
Investigative Specialist II

New York State Department of Labor | Division of Labor Standards

400 Oak Street Suite 102 Garden City, NY 11530

Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046

Jeyce.DeClue@labor.ny.gov

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WE ARE YOUR DOL



From: Macedo Inc <info@macedoinc.com>
Sent: Tuesday, March 11, 2025 9:37 AM
To: DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
Subject: Re: Macedo Construction DOL settlement

ATTENTION: This email came from an external source. Do not open attachments or click on links.

Yes unfortunately i tried 2 different post offices and they won't let me use that Albany address.

I apologize for the inconvenience.

Sandra

On Tue, Mar 11, 2025, 9:31 AM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

Good Morning Ms. Pimental,

If you are still having an issue mailing the check to the new address, you may continue mailing it to the address below in Garden City and we will forward to the

Regards,

Jeyce DeClue
Investigative Specialist II

New York State Department of Labor | Division of Labor Standards

400 Oak Street Suite 102 Garden City, NY 11530

Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046

Jeyce.DeClue@labor.ny.gov

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WE ARE YOUR DOL



From: Macedo Inc <info@macedoinc.com>
Sent: Tuesday, March 4, 2025 10:19 AM
To: DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
Subject: Re: Macedo Construction DOL settlement

ATTENTION: This email came from an external source. Do not open attachments or click on

thank you

On Tue, Mar 4, 2025 at 10:04 AM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

Also, I emailed my Supervisor regarding the address and will let you know as soon as I hear back.

Jeyce DeClue
Investigative Officer II

New York State Department of Labor | Division of Labor Standards

400 Oak Street Suite 102 Garden City, NY 11530

Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046

Jeyce.DeClue@labor.ny.gov

Facebook | Twitter | YouTube | LinkedIn



From: Macedo Inc <info@macedoinc.com>
Sent: Tuesday, March 4, 2025 9:57 AM
To: DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
Subject: Re: Macedo Construction DOL settlement

ATTENTION: This email came from an external source. Do not open attachments or click on

Thank you . So there is no way of knowing If NYS DOL processed and sent out w2s to people receiving money?

Or if forms were sent to the IRS indicating if NYS took out taxes - FICA from any settlement money paid to employees?

I have dealt with the US Dept of labor years ago and they filed all the necessary reporting, such as W2s directly to employees and IRA Fica reports directly to IRS

Does the NYS dept of labor do the same?

also - I was told by my attorney to submit remaining payments to this address:

Harriman State Office Campus

Building 12, Room 266B

Albany, NY 12226

Attn: Ken Harnett

however- the US post office does not accept this address they told me they need a physical number and street?

please advise

thank you

On Tue, Mar 4, 2025, 9:06 AM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

Good Morning Ms. Pimental,

Please see the attached spreadsheet. We do not have an official form as requested. Please let me know if you have any questions.

Regards,

Jeyce DeClue
Investigative Officer II

New York State Department of Labor | Division of Labor Standards

400 Oak Street Suite 102 Garden City, NY 11530

Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046

Jeyce.DeClue@labor.ny.gov

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WE ARE YOUR DOL



From: Macedo Inc <info@macedoinc.com>
Sent: Thursday, February 13, 2025 4:00 PM
To: DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
Subject: Re: Macedo Construction DOL settlement

ATTENTION: This email came from an external source. Do not open attachments or click

thank you for the update

On Thu, Feb 13, 2025 at 3:21 PM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

Good Afternoon Ms. Pimentel,

I wanted to let you know that I discussed your request with my supervisor, and she is checking to see if we can provide you with a report such as this. I will let you know once

Regards,

Jeyce DeClue
Investigative Officer II

New York State Department of Labor | Division of Labor Standards

400 Oak Street Suite 102 Garden City, NY 11530

Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046

Jeyce.DeClue@labor.ny.gov

Facebook | Twitter | YouTube | LinkedIn

WE ARE YOUR DOL



From: Macedo Inc <info@macedoinc.com>
Sent: Tuesday, February 11, 2025 12:38 PM
To: DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
Subject: Re: Macedo Construction DOL settlement

You don't often get email from info@macedoinc.com. Learn why this is important

ATTENTION: This email came from an external source. Do not open attachments or click

Is there any kind of report that you can provide that would identify how much wages were paid out to each employee at the end of 12-31-2024?
I know in the settlement agreement there was a "Recapitulation sheet " which identified wages to be paid out to each person- however being that the wages are being spre

thank you

On Tue, Feb 11, 2025 at 12:23 PM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

Good Afternoon Ms. Pimentel,

Regarding your questions below:

- Do the employees receiving back wages receive W2 from NYS dept of labor? **No**
- Does NYS dept labor submit wage information to IRS, Social security Administration, etc. ? **No**
- If so, DO we (macedo) receive a copy of the w2 for our records? **N/A**
- Are there any documents we need to Amend or report for the tax year ending 2024? **Please contact your CPA, NYS Tax and Finance and IR!**

Please let me know if you have any other questions.

Regards,

Jeyce DeClue
Investigative Officer II

New York State Department of Labor | Division of Labor Standards

400 Oak Street Suite 102 Garden City, NY 11530
Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046
Jeyce.DeClue@labor.ny.gov
Facebook | Twitter | YouTube | LinkedIn

WE ARE YOUR DOL



From: Macedo Inc <info@macedoinc.com>
Sent: Tuesday, February 11, 2025 12:07 PM
To: DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
Subject: Fwd: Macedo Construction DOL settlement

You don't often get email from info@macedoinc.com. Learn why this is important

ATTENTION: This email came from an external source. Do not open attachments or cli

Good morning-
I am writing because we are in the middle of a payment settlement with New York DOL and I was given your name and email as contact for our case.
I am just inquiring about tax and end of the year reporting for any wages paid through this settlement.

Do the employees receiving back wages receive w2 from NYS dept of labor?
Does NYS dept labor submit wage information to IRS, SOcial security Administration, etc. ?
If so, DO we (macedo) receive a copy of the w2 for our records?
Are there any documents we need to Amend or report for the tax year ending 2024?

Please advise.
Thank you

--

Sandra Pimentel
Office Administrator
631-698-1120

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Sandra Pimentel
Office Administrator
631-698-1120

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-

Sandra Pimentel
Office Administrator
631-698-1120

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Sandra Pimentel
Office Administrator
631-698-1120

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Sandra Pimentel
Office Administrator
631-698-1120

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Sandra Pimentel
Office Administrator
631-698-1120

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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 ☐ NO ☒ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
manuel macedo [MMACEDO@MACEDOINC.COM]

Dated: 05/29/2026 11:12:51 am

Vendor: macedo contracting services inc

Title: president

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: Manuel Macedo
Date of birth: [REDACTED]
Home address: [REDACTED]

City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 685 Station Rd

City: Bellport State/Province/Territory: NY Zip/Postal Code: 11713
Country: US
Telephone: 6316981120

Other present address(es): PO BOX 64

City: Ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779
Country: US
Telephone: 6316981120

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	08/01/2016	Treasurer	08/01/2016
Chairman of Board		Shareholder	
Chief Exec. Officer	08/01/2016	Secretary	08/01/2016
Chief Financial Officer		Partner	
Vice President	08/01/2016		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

As the sole owner of Macedo contracting services inc I, Manuel Macedo have financial equity interest in the company with regards to any assets and equity described in our most recent financial statement as of 12/31/2025, which is attached.

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 ☒ 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 ☐ If Yes, provide details.

I am the sole owner of other companies named, Auction Factory East Coast Corp and Blueye Logistics corp. These 2 entities are separate corporations, the only affiliation with Macedo contracting services is that they all have the same common ownership being Manuel Macedo being 100 percent owner of all these entities. Also, Meso Holding LLC, I am sole member. of this LLC which is holding company for our facility location for Macedo Contracting Services inc I was the sole owner of multiple closed businesses, including Macedo Construction inc, Indigo restaurants inc, Empire Concrete puming corp, Liv Resicosta inc, Odecam concrete supply, corp, and Alamc house lifting corp. All these companies have not operated for over 4 years. And all these former entities have been formally dissolved with proper paperwork filed with the State of New York- all attached.

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 ☒ 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 ☒ 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 ☒ 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 ☐ If yes, provide an explanation of the circumstances and corrective action taken.

On February 16, 2024 Incorporated Village of Patchogue and/ its Engineers recommended not to award us a contract for project Gerard Street Sewer reason" due to absence of experience in Sanitary sewer jobs of similar size and scope".

- 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☐ If yes, provide an explanation of the circumstances and corrective action taken.

Manuel Macedo, and a former company owned (now closed) Macedo Contruction inc and Macedo contracting services inc during a US department of Labor audit and NYS dept of labor audit for time period 2016-2019 was found to guilty of violations of the Fair labor standard's act.. A stipulated settlement agreement was made with the US federal dept of labor agency for which settlement payments were made in accordance with the agreement. and all monies were paid in accordance with agreement and the matter has been settled and closed since April 2023. The NYS department of labor also has been settled and payment agreement has been fully satisfied. These violations did not have anything to do with prevailing wage rates.
Per Nassau Countys inquiry on 11/12/2024 regarding current and former business entities having federal; Motor carrier safety Administration violations- please see the attached scan of Macedo's email on 11/12/24 w/ attachments

2 File(s) uploaded: Explanation of Dept of Labor violations and outcomes.pdf, email inquiries and response to Almac and DOT violations.pdf

- 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 ☐ If yes, provide an explanation of the circumstances and corrective action taken.

Manuel Macedo, and a former company owned (now closed) Macedo Contruction inc and Macedo contracting services inc during a US department of Labor audit and NYS dept of labor audit for time period 2016-2019 was found to guilty of violations of the Fair labor standard's act.. A stipulated settlement agreement was made with the US federal dept of labor agency for which settlement payments were made in accordance with the agreement. and all monies were paid in accordance with agreement and the matter has been settled and closed since April 2023. The NYS department of labor also has been settled and payment agreement has been made and payments are being made in accordance with such agreement. These violations did not have anything to do with prevailing wage rates.

- 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 ☐ If yes, provide an explanation of the circumstances and corrective action taken.

Manuel Macedo, and a former company owned (now closed) Macedo Contruction inc and Macedo contracting services inc during a US department of Labor audit and NYS dept of labor audit for time period 2016-2019 was found to guilty of violations of the Fair labor standard's act.. A stipulated settlement agreement was made with the US federal dept of labor agency for which settlement payments were made in accordance with the agreement. and all monies were paid in accordance with agreement and the matter has been settled and closed since April 2023. The NYS department of labor also has been settled and payment agreement has been made and payments are being made in accordance with such agreement. These violations did not have anything to do with prevailing wage rates.

- 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, manuel macedo , 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, manuel macedo , 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.

macedo Contracting Services inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:

manuel macedo MMACEDO@MACEDOINC.COM

president

Title

07/08/2026 05:08:58 pm

Date



Manny Macedo <mmacedo@macedo-inc.com>

Contract Review for B-17-24 & B-23-24; Macedo Contracting Services Inc

5 messages

Dionisio, Loretta V <ldionisio@nassaucountyny.gov>

Tue, Nov 12, 2024 at 11:26 AM

To: "mmacedo@macedo-inc.com" <mmacedo@macedo-inc.com>

Cc: "Houdek, Jane M" <jhoudek@nassaucountyny.gov>, "Kobel, Elizabeth" <Ekobel@nassaucountyny.gov>

Hi Manuel,

We received the following request from the Inspector General with respect to your pending contracts:

OIG had the following for B-17-24 and B-23-24 for Macedo Contracting Services Inc, DBA Macedo Construction.

It appears the vendor and multiple affiliates possibly received violations from the Federal Motor Carrier Safety Administration (attached):

- Macedo Contracting Services Inc
 - 1 driver fitness violation December 2023
- Macedo Construction Inc
 - although this entity is no longer active, it received 10 vehicle maintenance violations in February 2023
- Blueeye Logistics Corp
 - 9 vehicle maintenance violations August 2023
 - 1 driver fitness violation August 2023

Although the vendor disclosed an affiliated entity, Almac House Lifting Inc., on its BHF, the vendor indicated that the entity was dissolved. However, its corporate filing is still active according to the NYS Department of State (attached).

PLEASE ADVISE/CLARIFY THESE ITEMS AS SOON AS YOU POSSIBLY CAN.

Thank you.

Loretta Dionisio

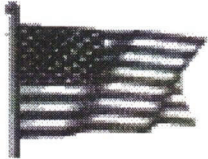
Assistant to Deputy Commissioner for Administration

Nassau County Dept. of Public Works

1194 Prospect Avenue

Westbury, New York 11590

LDionisio@nassaucountyny.gov



CONFIDENTIALITY NOTICE: This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the attorney-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

7 attachments

-  **Safety Measurement System - MCSI violation NYSPWL062579 (U.S. DOT# 3319364).pdf**
160K
-  **Safety Measurement System - MCI Violations Inspection NY0L35002265 (U.S. DOT# 1466220).pdf**
224K
-  **Safety Measurement System - BLC Violations - Vehicle Maint. BASIC (U.S. DOT# 4026666).pdf**
371K
-  **Safety Measurement System - BLC Driver Fitness Violation BASIC (U.S. DOT# 4026666).pdf**
350K
-  **Safety Measurement System - BLC Details 8 1 23 - Inspection NY0L18001928 (U.S. DOT# 4026666).pdf**
259K
-  **Safety Measurement System - BLC Details 8 15 23 Inspection NY0L90000123 (U.S. DOT# 4026666).pdf**
191K
-  **NYS Corp Filing - almac house.pdf**
179K

Manny Macedo <mmacedo@macedoinc.com>

Tue, Nov 12, 2024 at 1:48 PM

To: "Dionisio, Loretta V" <ldionisio@nassaucountyny.gov>

Cc: "Houdek, Jane M" <jhoudek@nassaucountyny.gov>, "Kobel, Elizabeth" <Ekobel@nassaucountyny.gov>

Good afternoon:

In response to your inquiries please note the following information:

Upon receiving your email and inquiry about a past affiliated entity ALMAC HOUSE LIFTING INC., wherein you stated the corporate filing is still listed as active. I just now looked back at my Consent to Dissolve forms submitted to officially close

this entity, which by the way, was just a name formed, the company NEVER operated, never even opened a bank account or got insurance. In any event, I just now re-read the letter I received dated June 7, 2024 from the New York State Department of State- which is attached hereto. I originally believed this letter to be the official confirmation of the acceptance of my Dissolution forms. However, upon re-review just now I see that the letter indicated that I made an error in my submission forms. I have now just called the the Department of State and had to re-request a new CONSENT TO DISSOLUTION (because these expire within 6 months)- once I receive the new form I can resubmit my Dissolution application to the Department of State and correct my error in the company name. I apologize, for the confusion, this was an honest error. I filed a few dissolution forms for my old company names all at the same time, and the response letters all look very similar to this even though this one said that my form was actually not accepted because of my typo- error. This will be corrected and resubmitted shortly.

With regards to the FMCSA violations:

Between Macedo Contracting Services Inc and my other company Blueye Logistics corp, we operate over a dozen trucks, tractor- trailer units. Random DOT stops and periodic violations are par for the course in this industry.

It is IMPORTANT to NOTE that none of the violations stops listed in your email were a result of any moving violations or accidents. These were random DOT stops. It is also important to note that it is not uncommon for 1 stop to result in dozens of random safety violations. But none of these stops ever stemmed from our drivers receiving moving violations or doing anything unlawful.

We comply with FMCSA and DOT requirements and maintain servicing, repair and maintenance logs for our units. Our drivers perform and submit driver inspection reports daily. But heavy duty trucks and trailers sometimes have issues, and these issues can be as simple as a reflective stick falling off because a machine on a job site scraped against it and that is a "Safety Violation" to a light going out.

In any event, our practice is to have repairs conducted as soon as any documents of violations occur.

I am attaching my attorneys' results from each violation's court appearances. You can see that most of the violations result in Dismissal. We are allowed 24 hours to conduct necessary repairs from these violations to dismiss them.

The December 2023 Driver Fitness violation was dropped - driver was not in possession of his DMV medical card on him at the time - that violation was issued to him personally.

The same goes for Blueye Logistics' August 2023 driver fitness violation- that as you can see from my attorneys disposition that it was dismissed as well, as we provided proof that driver did in fact have active medical card at that time of the violation, he just could not find it on his person at the time of the stop.

Also, in the past year and half we have significantly reduced the amount of units we maintain and operate, discarding older units, which significantly reduces chances of service issues and potential violations. We have also reduced the number of drivers, maintaining only the best ones that have clean records and are more diligent in their maintenance of the units, potentially reducing future violations. We also maintain a policy of reprimanding employees who fail to maintain and inspect their units properly, 3 violations of our procedures result in potential termination or suspension. This policy and with the reduction of our units on the road has helped maintain clean records and no violations in the past 11 months of 2024 to either Macedo Contracting Services inc or Blueye Logistics corp

I appreciate your time. I hope this answers your inquiries. Please advise if you need any other information.

Thank you
Manuel Macedo

[Quoted text hidden]

6 attachments

 **Proof of dissolution of corp.pdf**
20K

 **Dissolution of Corp documents .pdf**
1530K

 **8-15-23 BE DOT violations.pdf**
1274K

 **12-13-23 violation driver.pdf**
837K

 **2-13-23 Macedo construction DOT violation.pdf**
1217K



Manny Macedo <mmacedo@macedoinc.com>

FW: Adverse Memo Needed: Macedo Contracting Services-T62801-01G *AND* H66309-01G plus Cleary e-mail

Manny Macedo <mmacedo@macedoinc.com>

Wed, Sep 18, 2024 at 2:47 PM

To: "Houdek, Jane M" <jhoudek@nassaucountyny.gov>

Cc: "Cleary, Robert" <RCleary@nassaucountyny.gov>, Macedo Inc <info@macedoinc.com>, "Dionisio, Loretta V" <ldionisio@nassaucountyny.gov>, "Kobel, Elizabeth" <Ekobel@nassaucountyny.gov>

Good Afternoon Ms. Houdek and ALL:

In response to your email dated September 17th, I respectfully request your time and review of this response to further explain the details that occurred in Macedo's Department of Labor audits.

To start, there were two audits that occurred mainly at the same time. However, the Federal Department of Labor's audit period under review was February 2018 thru February 2021. Just before the conclusion of the settlement of this audit the Federal DOL requested and reviewed payroll records up to and including November 2021 -just prior to the final settlement being signed, to ensure that Macedo was currently compliant with all rules and regulations and that there were no further violations found between the ending audit period of February 2021 thru November 2021. This concluded that there were no further issues and the Federal Department of labor settled and closed the matter with the stipulation of payment agreement in November 2021. All the proof of payments and fully paid off settlement was previously provided.

The New York State Department of Labor audit reviewed February 2017 to February 2018 and February 2021 to July 2021. The New York State audit review was concluded later in June 2024. This audit ended more recently BECAUSE the New York State Department of Labor was periodically reviewing records up to and including most recently through 2024 to ensure that there were no further violations after the July 2021 audit end time period. NYS Department of Labor concluded that there were NO FURTHER violations after the audit end period of July 2021 through their last review in 2024 and finalized their conclusion of the audit and entered into the payment agreement/settlement arrangements shortly thereafter.

When these audits began in around early 2020- we worked diligently to re-structure and correct past errors and mistakes and ignorance's. To reiterate- both audits (Federal and State) required follow up review and periodic up to date records of our payroll records up to and including 2024, from all companies, just before the State closed/settled its audit and both Agencies found no violations after their initial audit review periods.

These audits did not find any prevailing wage issues. There were never and have never been prevailing wage issues found in our business conduct.

Unfortunately the settlement agreements and stipulations the Labor Agencies had signed do not go into depth about what our "side" of things were nor give any insight as to the fact that nothing done in the past by my prior organization was intentional or done in malice. It was in fact just a lack of knowledge. For a more in depth background as to why these violations even occurred, unfortunately the main reason was inexperience with the complexities of payroll issues that can occur when you have multiple companies, and incorrect professional advice by a former accounting firm. At the time I started the original Macedo contraction inc company in 2004, it performed residential concrete work. Then in around 2016 I decided to focus more on commercial and industrial work. I was poorly I advised by a former accountant that we should form a separate company to conduct commercial work. We were also ill advised that the multiple companies would not have anything to do with one another with regards to payroll, especially since employees had different tasks at the different companies.

Since the audit's began and after retaining legal counsel to assist Macedo during these audits- we fired our previous accountant. We retained a new accounting firm, with specific extensive experience with construction firms. Having now learnt a great deal more than what was originally explained by our former accountant, I now understand and know that the Department of Labor views companies with similar owners and when employing the same employees as "one". So, any employees that work for one company, that also work for another entity with same ownership, even if their duties and tasks are completely different, are and should be paid as if they are one full combined work week. I'm sure anyone can see how confusing this could get and it is not easy knowing all the rules nor is it common knowledge in our industry. Fortunately, we have learned that labor laws change often and are extremely extensive and it is a task all to itself to keep up with those rules and regulations, which I now strive to uphold.

Therefore several "safeguards" and multiple changes have been put into place by our organization since 2020 when the audits began and the depth of new knowledge began to be implemented.

We started our restructure and changes by closing out the original company of Macedo construction inc, and began the process to dissolve it. This took us a few years, but we started by no longer having employees. We finished any open residential contacts by subcontracting any remaining work. Then we started the lengthy process of closing and/or merging finances and assets. We also closed other businesses as well including odecam concrete supply, empire concrete pumping corp, etc. We focused only on Macedo Contracting services inc- one Operating business. We also took measures by hiring additional office administrative staff to focus solely on human resources and payroll. We retained legal counsel even after the Department of Labor audits concluded to maintain constant contact and openness about changes and questions related to Département of labor standards/ Fair labor standards Act. We also changed accounting firms a few years back, when the audits began, as a result of the information learnt about overtime and travel time and all the ill advice obtained prior to the audits by our former accountant.

Also, in the audits an employee made a claim that they were not paid travel time. Unfortunately we learned that the burden of proof is on the employer not the employee making allegations. And that is unfortunately where a big issue lied. In the past we did not keep extensive records and therefore allegations made by a disgruntled former employee were validated by the fact that I didn't have physical proof to refute their allegations. However, travel time/over time was proven to be paid to employees who were required to meet at our facility and drive work vehicles. However, we did not have more detailed records of "proof" that not every worker was supposed to come to the facility and travel to the job site from our facility. But one employee claimed they did, and we did not have proof that they did not or were not supposed to. This issue prompted extensive further changes. For starters, we eliminated half of our truck fleet. Making it less likely for anyone to use our trucks to get them to jobs sites. We have job site trailers that are mobilized to projects and everything needed is there, eliminating unnecessary need to travel or having employees need to travel with work trucks or materials. We installed security cameras at our facility that can show if someone is at the facility when they should not be.

The biggest and most important change we made is the extent and details of our record keeping since these audits. This of course was only able to be handled with additional office staff. The first implemented change to record keeping we initiated was requiring all employees to utilize a mobile app that is on their phones to clock in and out and track their GPS location while on duty. So there can no longer be disputed claims of over time or travel time. Everything is recorded by the employee on their app, they clock in ,clock out, take their mandatory lunch break and if they do travel from our facility to the job site -the Gps tracks that. We have been successfully utilizing this application since 2020. Furthermore, with the use of this application time cards are generated automatically. Employees are then required to review their printed times cards and sign off on their time as correct and accurate. These time cards indicate the job location each day, their hours clocked in and out and of course tracks any over time if applicable.

Other changes that were made since the audits are electronic emails everyday to all employees of the next day's schedule. These emails go out every afternoon to all employees and tell them where and what time to check in for work. In the past before we did emails, employees would sometimes unnecessarily show up at the facility even when not needed because they did not speak to or forget to speak to their supervisor the day before to find out where they needed to report the following day. This resulted in confusion and employees showing up at the facility and then going from the facility to the job and then making claims that they were owed travel time. This has not happened since 2020. Everyone is emailed where to report to. If anyone is required to report to the facility for anything it is indicated specifically in their email and they are to clock in as soon as they get to the facility. And if this results in over time, then it is all recorded.

Another safeguard which was already previously mentioned is the additional staff- and specific staff to keep maintenance and track of all employees utilizing the app every day and properly. Ensuring they sign off on their weekly time cards and that payroll is issued according to the employees time. Legal counsel on retainer specifically for Labor law and Business related issues and new accountant firm on retainer with extensive experience in the construction industry.

Another significant change we made was signing with the local unions. Since focusing exclusively on Macedo Contracting services and our municipal/ public works for the past several years we have now signed labor contracts with 2 main unions that our work force utilizes. These are now other agencies that periodically audits us and look for payroll accuracy according to labor law standards and ensure everything is accurate and in order when it comes to labor's pay. Also, on the subject of exclusively performing municipal work now, we also produce certified payroll reports that tie to the employees time and match their time cards, so every minute and hour are accounted for as well on the certified payroll forms, which are produced every week for every project we are on.

The other important safeguard we implemented was that we do not have multiple companies or "shared employees". The companies we have open as of today are:

Meso HoldingLLC- which is only a holding company for the facility we utilize

Auction Factory East Coast Corp: which is an online auction company I have that I myself do online auctions of repossession of items for lenders. It has no employees. It is something I do in my spare time in the off winter seasons.

Blueye logistics corp- is a trucking / hauling company I started in 2023 to subcontract trucks to haul materials. This company does not "share employees" with Macedo contracting services inc. It is run independently from Macedo contractings with its own separate employees. As a side note, at the end of the State department of labor review, just

before settlement, we offered them a review of our Blueye logistics payroll records and they concluded there were no shared employees and no link between Macedo contracting services and Blueye logistics, and therefore no issues existed with regards to labor standards

So, at this time Macedo Contracting Services Inc. is the main company that I maintain with a labor force of machine operators and laborers and masons. These employees that work for MACEDO do not work for any of my other businesses listed above.

Respectfully, being that I started my first business, Macedo construction inc, over 24 years ago and have maintained in business for this long, it would be inevitable to have been the subject to any kind of audit, even by the department of labor. I honestly do not know anyone in the construction industry that has been around as long as myself that has not at one time or another been subject to a review by the Department of labor.

But I can only speak for my specific experience and that is that I started my first company when I was only 20 years old. I built something on my own and kept it a small tight family business with only myself and my wife for the first 17 years. When we saw the expansion and our growth happening obviously more and more had to be learned and more administrative staff was hired. But like many things in life, sometimes you don't learn something until it's too late, and ignorance is no excuse for what occurred in the past. But it was not intentional, not malicious. I honored the audit results and paid all that was required and continue to do so. And all of the above described safeguards and measures have been in full effect since. I lived and learned through the experience and only came out better and more efficient and maintain no further issues with the department of labor.

I apologize if my email is excessively long and drawn out. But, my business is my life, and it is all very personal to me, so I hope this explains all that is needed.

Again, please keep me informed as to any review or meeting on the awards of these contracts so that I can make myself available and attend and /or respond to any further questions anyone might have.

Sincerely,

Manuel Macedo

[Quoted text hidden]

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Macedo Contracting Services Inc

Address: PO Box 64

City: ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Closely Held Corp (specify)

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):

1 File(s) uploaded: Consultants.docx

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.

Manuel Macedo, [REDACTED] president, vice president, treasure, secretary, chief exec, officer.
There are no other shareholders or partners of this firm. Manuel Macedo is only shareholder.

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.

Manuel Macedo is [REDACTED] common owner of other companies (auction factory east coast corp, Blueye Logistiscs Corp) , However these other entities have no affiliation to Macedo contracting services inc

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:

Manuel Macedo [MMACEDO@MACEDOINC.COM]

Dated: 07/10/2026 11:04:23 am

Title: President

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.

Consulants, Contractor and vendors disclosure form

Question #4

President:

Manuel Macedo,



Vice president:

Manuel Macedo,



Treasurer:

Manuel Macedo,



Secretary:

Manuel Macedo,



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: Department of Public Works

DATE: May 20, 2026

SUBJECT: RECOMMENDATION OF AWARD

Contract Number: H90059-01G
Title: Supreme Court Loading Dock Rehabilitation
Engineer's Estimate: \$5,245,775.66
BIDS RECEIVED ON: February 3, 2026

The bids received for the above referenced contract have been examined and the bid submitted by Macedo Contracting Services, Inc. in the amount of \$6,272,409.00 is acceptable (see the attached bid tabulation).

The bid by Macedo Contracting Services, Inc. is 19.57% above the engineer's estimate of \$5,245,775.66. Adequate funding is available (Capital Project number 90059).

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:TMG:jd
Attachments

c: Thomas M. George, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Saji Varughese, Project Manager IV
Daniel Wong, Civil Engineer II

APPROVED:



Arthur T. Walsh
Chief Deputy County Executive

Date

DISAPPROVED:

Arthur T. Walsh
Chief Deputy County Executive

Date



Bid Opening: 2 /3 /2026

Engineer: Daniel Wong **Phone:** (516) 571-6886

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Sasco Construction Service LLC	3 Grace Ave Great Neck, NY 11021	The Gray Casualty & Surety Co	10% of Bid Amount	\$3,290,098.59	\$0.00
Macedo Contracting Services, Inc.	PO Box 64 Ronkonkoma, NY 11779	Hudson Insurance Company	10% of Bid Amount	\$6,272,459.00	\$0.00
Darcon Construction Inc	360 Meacham Ave. Elmont, NY 11003	Philadelphia Indemnity Insurance	10% of Bid Amount	\$8,079,200.00	\$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.

**LiRo Engineers, Inc.**

GISI Consulting Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 www.liro-hill.com

April 29, 2026

Michael Kwaschyn, PE,
Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

ATTN: Daniel Wong

Re: NCDPW Contract H90059-01G Supreme Court Loading Dock Rehabilitation
Bid Review Analysis

Dear Commissioner Kwaschyn,

Bids were received on the above referenced project on February 3, 2026. Three (3) Contractors submitted cost proposals. The results were as follows:

Contractor	Bid Opening Amount	Corrected Bid Amount
Sasco Construction Service, LLC	\$3,290,098.59	\$3,333,130.34
Macedo Contracting Services, Inc.	\$6,272,459.00	\$6,272,409.00
Darcon Construction Inc.	\$8,079,200.00	\$8,274,200.00

Attached for your review and consideration is a Bid Analysis Table. The lowest bid received was below the Engineer's Estimate, while the other two bids exceeded the Engineer's Estimate. Upon completion of the standard bid analysis, the Department has found several concerns with the low bidder's proposal, including inconsistencies in unit pricing, calculation errors, and disclaimers related to their submitted unit prices. Additionally, several line items in the low bidder's proposal were significantly below the Engineer's Estimate, raising concerns regarding the bidder's ability to successfully complete the project at the bid price. Therefore, SASCO Construction Service LLC does not meet the required goals for this project.

Based on our evaluation, we have determined that the second-low bidder, Macedo Contracting Services, Inc., has submitted a fair and reasonable bid for the work. Macedo's corrected bid amount of \$6,272,409.00 is 19.57% above the Engineer's Estimate of \$5,245,775.66.

Based on our review of the bid submissions, Macedo Contracting Services, Inc. has the necessary experience and wherewithal to undertake this project and successfully complete the work.

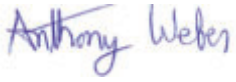
Accordingly, we recommend award of this contract to Macedo Contracting Services, Inc. in the amount of \$6,272,409.00.

The bid tabulation is enclosed for your review.

If you have any questions or require any further information, do not hesitate to contact me.

Very truly yours,

LiRo Engineers, Inc.

A handwritten signature in blue ink that reads "Anthony Weber". The signature is written in a cursive style with a large, stylized 'A' and 'W'.

Anthony Weber, P.E.
Vice President

Encl.

Client Name: Nassau County Department of Public Works

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: Department of Public Works

DATE: March 30, 2026

SUBJECT: RECOMMENDATION OF BID REJECTION

Contract Number: H90059-01G
Title: Supreme Court Loading Dock Rehabilitation
Engineer's Estimate: \$ 5,245,775.66
BIDS RECEIVED ON: February 3, 2026

The Bids received for the above referenced contract have been examined, as tabulated in the bid comparison (attached). The bid submitted by Sasco Construction Service, LLC, in the amount of \$ 3,333,130.34 is not acceptable as the lowest responsible bidder for the following reasons:

1. Sasco, had multiple inconsistencies in their prices, as the numerical amounts for the unit prices did not always align with the written words. Additionally, there were errors in the calculation of the amounts of several items. Errors are highlighted in the attached spreadsheet with revised numbers.
2. It should also be noted that for several written words amounts, their input was based on a different Qty and/or a written amount wasn't even provided or had a disclaimer. Below are the several items in question:
 - a. Item 1M/F – gave unit price per month. Additionally, the amount of the bid item was based on 18 months, when the contract duration should be 12 months. As such the bid price/amount was modified to \$48,000. This is also concerning as it suggests they don't know that the contract is for 12 months.
 - b. Item 81- With the written amount they wrote the following disclaimer 'Price Subject to change due to market fluctuations. Please note that we have a Steel Price Adjustment item in the contract, so they will be locked into the \$150/lbs, which is about ten times higher than market value currently.
 - c. Item 102 – Did not provide a written price, as they wrote the following 'Based on Laborer Heavy Highway wage rate for a duration of up to 90 days. This is a lump sum item so we used the numerical value provided in the spreadsheet, but we would need clarification on if we can even use the numerical value since as per Instructions to Bidder Item 2: "In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price, as expressed in written words, shall govern."
3. In addition to the errors and added disclaimers, several line items in their bid came in significantly below the engineer's estimate, with the following items of particular concern:
 - a. Item 144MOD – Waterproofing Membrane
 - b. Item 702 – Remove, Dispose and Replace Brick Facing
 - c. Item 718 – Imprinting on Concrete pavement or sidewalk (However, the 2nd bidder also came in very low on this item, whereas the 3rd bidder had the same price as our engineers estimate.)
4. Items 144MOD and 702 are among the essential components of the project and their pricing appears to be an order of magnitude lower.



Arthur T. Walsh
Chief Deputy County Executive

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE



MICHAEL KWASCHYN, P.E.
COMMISSIONER

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

Via Certified Mail Return Receipt Requested

April 2, 2026

SASCO Construction Service LLC
3 Grace Avenue
Great Neck, New York 11021

Att: Tahir Bhutta, President

Re: Supreme Court Loading Dock Rehabilitation
Contract No.:H90059-01G

To Whom It May Concern:

Please be advised that upon completion of the standard bid analysis, the Department has found multiple inconsistencies and issues. Therefore, SASCO Construction Service LLC does not meet the required goals for this project:

1. For several written words amounts, the input was based on a different quantity and/or a written amount wasn't even provided or had a disclaimer. Below are the several items in question:
 - a. Item 1M/F – Gave unit price per month. Additionally, the amount of the bid item was based on 18 months, when the contract duration should be 12 months.
 - b. Item 81- Wrote the following disclaimer 'Price Subject to change due to market fluctuations.'
 - c. Item 102 – Did not provide a written price and wrote the following 'Based on Laborer Heavy Highway wage rate for a duration of up to 90 days.'
2. In addition to the errors and added disclaimers, several line items in the bid came in significantly low, with the following items of particular concern:
 - a. Item 144MOD – Waterproofing Membrane
 - b. Item 702 – Remove, Dispose and Replace Brick Facing
 - c. Item 718 – Imprinting on Concrete pavement or sidewalk
3. Under Question 4 of the Qualification Statement, which asks to list the projects Contractor has performed in the past few years which they feel would qualify them for this work, only one project "Seratoga State Park", (sic) which included Masonry and Sitework for \$400,000.00 was listed. We are unaware of any previous work our department has with SASCO.

Via Certified Mail Return Receipt Requested

SASCO Construction Service LLC

Att: Tahir Bhutta, President

April 2, 2026

Page 2.

Re: Supreme Court Loading Dock Rehabilitation
Contract No.:H90059-01G

As a result, the Department will not be proceeding with an award of the above-referenced contract to your firm.

The Department will proceed with an award of the contract to the next lowest responsible bidder.

Very truly yours,

 P.E.

for Michael Kwaschyn, P.E.
Commissioner of Public Works

MK:TMG:jd

c: Thomas M. George, Deputy Commissioner of Public Works
Douglas Tuman, Deputy Commissioner of Public Works
Loretta Dionisio, Assistant to Deputy Commissioner for Administration
Jane Houdek, Counsel, Department of Public Works
Christopher Paggi, Chief Civil Engineer
Saji Varughese, Project Manager IV
Elizabeth Kobel, Administrative Officer
Daniel Wong, Civil Engineer II

Request to Initiate - R25-0230 (P25-0141 - Supreme Court Loading Dock Rehabilitation)

RTI Status	Active				
Request Type	RFBC				
Service Requested	Construction of Supreme Court Loading Dock Rehabilitation				
Justification	The Nassau County Supreme Court loading dock deck, access ramps, retaining walls, plaza and walkway around the building are in need of rehabilitation due to water infiltration and deterioration.				
Requested By	Daniel Wong				
Project Cost for this Phase / Contract	Project Manager				
PIR Phase Amount Listed	Phase Cost				
Total Project Cost	5,100,000.00				
Start Work	\$5,100,000.00				
Renewal Options	08/03/2026				
Procurement Method	12 months				
Procurement Method Reason	Formal Sealed Bid				
Priority Justification	Other				

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	Other	Created On	Created By
Capital	90059 - Nassau County Supreme Court Loading Dock Underpass	000	PWCAPCA P	5,100,000.00	0	0		09/17/2025	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question

- Does the County own the proper equipment to do the work?
- If the County does not own the proper equipment can it rent/lease the equipment?
- If the County does not own the proper equipment what is the time frame to buy the equipment?
- If the County does not own the proper equipment what is the cost of the equipment?
- If the Department, chooses to buy the equipment is the cost budgeted?
- If Yes and choosing to outsource, please explain why?
- What is the duration of the project if done inhouse?
- Employee / Man Hours
 - Number of DaysShow calculations.
- What is the duration of the project if out sourced?
- What is the priority of the project? (Emergency, High, Medium, Low)
- Is the project subject to seasonality?
- What is the project cost of the project in done in-house?
- Labor
 - MaterialsShow calculation if possible.
- What is the project cost of the project if outsourced?
- Does this require a specific skill set not currently within the County work force?
- Does the Title exist to perform the function?
- Does the skill set require specific training?
- Does the Skill set require certification certificates?
- Are continuing education credits required to maintain certification?
- Is this a task that must be performed often?
- If the task is not performed often would the employee remain proficient in the duties required?
- Is this project installing an operation system requiring a licensed installer from the manufacture?
- Are there any warranties that would be voided if not installed by a licensed person or company?
- Do County employees always perform this function?
- If County employees do not normally perform the function, please specify why?
- If County employees normally perform the function why is DPW choosing to outsource?
- Is there associated risk liability that would necessitate outsourcing?
- Is the project paid via outside funding?
- Does the outside funding require outsourcing for it to be reimbursed?

Answer

Approvals

Request Submitted
Funding Added
Capital Funding Approved
AIM Entered
Time Sheet Code
Commissioner Approved
DCE / Ops Approved

Daniel Wong
See Funding Source Tab
James Woytysiak
Deanna Funk
25-0230
William Nimmo
Arthur Walsh

09/17/2025 03:17 pm

09/17/2025 03:46 pm
09/18/2025 06:15 am

09/22/2025 09:14 am
09/23/2025 09:37 am

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Daniel Wong, Civil Engineer II

FROM: Office of the Commissioner

DATE: October 8, 2025

SUBJECT: CSEA Sub-Contracting Approval
C25-0230 Contract Number: n/a
Supreme Court Loading Dock Rehabilitation

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 **C25-0230**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.



Sean McBride
Deputy Commissioner

SM:jd

c: Michael Kwaschyn, Commissioner
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

C25-0230

TO: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalender, President

FROM: Department of Public Works

DATE: September 29, 2025

SUBJECT: CSEA Notification of a Proposed DPW Contract
Supreme Court Loading Dock Rehabilitation

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a construction contract for the following services: Supreme Court Loading Dock Rehabilitation
2. The work involves the following: waterproofing underpass structure, rehabilitating concrete structural slabs and concrete encased steel beams, replacing brick face and coping stones of ramp walls, upgrading drainage, upgrading lighting, rehabilitating concrete pavement, replacing plaza and walkways around the Supreme Court building, landscaping, painting sprinkler system.
3. An estimate of the cost is: \$5,100,000.00
4. An estimate of the duration is: Twelve (12) 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: Sean McBride, Deputy Commissioner, telephone 1-6887, fax 1-9657.



Sean McBride
Deputy Commissioner

SM:TMG:jd

c: Melissa Gallucci, Commissioner, Shared Services
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 Management 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.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
1M/F	1	LS	Mobilization With Field Office	For: four hundred seventy five thousand, dollars, zero cents	475,000. ⁰⁰	475,000. ⁰⁰
2	1570	CY	Unclassified Excavation	For: fifty five dollars, zero cents	55. ⁰⁰	86,1350. ⁰⁰
3	210	CY	Trench, Culvert and Bridge Excavation	For: fifty five dollars, zero cents	55. ⁰⁰	11,550. ⁰⁰
4A	1140	SY	Cement Concrete Breaking (Pavement)	For: forty eight dollars, zero cents	48. ⁰⁰	54,720. ⁰⁰
5C	310	CY	Selected Fill	For: fifty five dollars, zero cents	55. ⁰⁰	17,050. ⁰⁰
9	200	CY	Topsoil	For: sixty dollars, zero cents	60. ⁰⁰	12,000. ⁰⁰
10A-1	140	SF	Excavation Protection System	For: twenty five dollars, zero cents	25. ⁰⁰	3,500. ⁰⁰
12H	30	LF	Clean Existing Drainage System	For: twenty dollars, zero cents	20. ⁰⁰	600. ⁰⁰
12E-8	210	LF	8" Cast Iron Culvert Pipe	For: one hundred and twenty dollars, zero cents	120. ⁰⁰	25,200. ⁰⁰
12P-4	127	LF	4 inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: twenty nine dollars, zero cents	29. ⁰⁰	3,683. ⁰⁰
12P-6	35	LF	6 inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: forty eight dollars, zero cents	48. ⁰⁰	1,680. ⁰⁰

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
 Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
12P-10	450	LF	10 inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Thirty nine dollars, zero cent	39. ⁰⁰	22 17,550. ⁰⁰
13BP-4	7	LF	Precast Manhole, 4'-0" Diameter	For: Six hundred dollars, zero cents	600. ⁰⁰	4,200. ⁰⁰
13C	12	EA	Area Drain	For: one thousand, eight hundred seventy five dollars, zero cent	1,875. ⁰⁰	22,500. ⁰⁰
14	5	EA	Connections to Existing Drainage Facilities	For: five hundred dollars, zero cents	500. ⁰⁰	2,500. ⁰⁰
15	3	EA	Rehabilitation of Catch Basins	For: one thousand five hundred dollars, zero cents	1,500. ⁰⁰	4,500. ⁰⁰
20	30	CY	Broken Stone, Loose Measure	For: one hundred dollars, zero cents	100. ⁰⁰	3,000. ⁰⁰
24	90	CY	Cement Concrete Pavement	For: five hundred dollars zero cents	500. ⁰⁰	45,000. ⁰⁰
26MOD	1025	LF	Concrete Curb - Edge Restraint Assembly	For: sixty dollars, zero cents	60. ⁰⁰	61,500. ⁰⁰
26	10	LF	Concrete Curb	For: one hundred dollars, zero cents	100. ⁰⁰	1,000. ⁰⁰
27	12190	SF	Cement Concrete Sidewalk	For: eighteen dollars, zero cents	18. ⁰⁰	219,420. ⁰⁰
30	250	SY	Metal Reinforcement for Concrete Pavement	For: Twenty dollars, zero cents	20. ⁰⁰	5,000. ⁰⁰

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
 Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
58RPC	930	LF	Saw Cutting Existing Roadway Pavement and Concrete	For: Two dollars, zero cents	2.00	1,800.00
81	100	LBS	Structural Steel	For: Ten dollars, zero cents	10.00	1,000.00
95	50	LF	Metal Protection Plates for Curbs	For: Two hundred dollars, zero cents	200.00	10,000.00
102	1	LS	Work Zone Traffic Control	For: Six hundred twenty five dollars, zero cents	675,000.00	675,000.00
104XF	52	LF	Remove Existing Fence	For: Twenty dollars, zero cents	20.00	1,040.00
106A	16	LF	Post Painting	For: One hundred dollars, zero cents	100.00	1,600.00
106VBG	52	LF	Vehicle Barrier Gate	For: Four hundred dollars, zero cents	400.00	20,800.00
133	780	LF	Clean & Fill Joints & Cracks	For: Thirty dollars, zero cents	30.00	23,400.00
136	1	LS	Survey Stakeout	For: Five thousand dollars, zero cents	5,000.00	5,000.00
141B	21	EA	Silt Protection for Surface Inlet Drainage Structure	For: Two hundred dollars, zero cents	200.00	4,200.00
142D	1	LS	Structural Steel Painting, Paint System D	For: Two hundred thousand dollars, zero cents	200,000.00	200,000.00

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
144MOD	2000	SY	Waterproofing Membrane	For: one hundred and fifty five ^{eighty five} dollars, zero cents	185.00 185.00	370,000.00 370,000.00
145MOD	460	GAL	Protective Coating	For: one hundred fifty dollars, zero cents	150.00	69,000.00
158A	1290	SF	Geotextile Cloth	For: One dollar, zero cents	1.00	1,290.00
162A-1	850	EA	Groundcovers & Ornamental Grass (1 Gallon Container)	For: Fifty five dollars, zero cents	55.00	46,750.00
162A-2	2	EA	Groundcovers & Ornamental Grass (2	For: Fifty five dollars, zero cents	55.00	110.00
162B	45	EA	Perennial Bulbs	For: Fifty five dollars, zero cents	55.00	2,475.00
179C	1025	LF	Aluminum Plant Bed Edge	For: Twenty five dollars, zero cents	25.00	25,625.00
180	30	LF	Trench Drain	For: Three hundred twenty dollars, zero cents	320.00	9,600.00
199*	1	LS	Interim Payments	For: one hundred forty thousand dollars, zero cents	\$140,000.00	140,000.00
199S*	1	LS	Steel/Iron Price Adjustment	For: Five thousand dollars, zero cents	\$5,000.00	5,000.00
361B	1	EA	Planting Trees and Shrubs	For: one thousand five hundred dollars, zero cents	1,500.00	1,500.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
 Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
361E	230	EA	Planting Trees and Shrubs	For: one hundred thirty five dollars Zero cent	135. ⁰⁰	31,050. ⁰⁰
361F	7	EA	Planting Trees and Shrubs	For: Four hundred dollars, zero cents	400. ⁰⁰	2,800. ⁰⁰
365	8640	SF	Sodding	For: one dollar, sixty five cents	1.65	14,256. ⁰⁰
420R	1	EA	Regrade a Pullbox Frame and Cover	For: one thousand dollars, zero cent	1,000. ⁰⁰	1,000. ⁰⁰
442W	10	LF	Epoxy ReflectORIZED Pavements Markings (White)	For: Ten dollars, zero cent	10. ⁰⁰	100. ⁰⁰
442Y	525	LF	Epoxy ReflectORIZED Pavements Markings (Yellow)	For: Ten dollars, zero cent	10. ⁰⁰	5,250. ⁰⁰
701	8	EA	Remove, Store and Reset Existing Bench	For: one thousand dollars, zero cents	1,000. ⁰⁰	8,000. ⁰⁰
702	7490	SF	Remove, Dispose and Replace Brick Facing	For: Two hundred fifty dollars, zero cents	250. ⁰⁰	1,187,500. ⁰⁰
703	750	LF	Remove, Store and Reinstall Existing Granite Cap	For: one hundred dollars, zero cents	100. ⁰⁰	75,000. ⁰⁰
704	10090	SF	Maintenance and Repair of Cast-in-Place Concrete	For: eighty dollars, zero cent	80. ⁰⁰	807,200. ⁰⁰
705	100	LF	Slip Slab	For: two hundred dollars, zero cents.	200. ⁰⁰	20,000. ⁰⁰

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Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
706	3750	SF	Remove, Store and Reuse Existing Granite Block Facing	For: Ten dollars, no cents	10.00	37,500.00
707	1585	LF	Joint Sealants	For: Twenty five dollars, no cents	25.00	39,625.00
708	940	SF	Grouting	For: Ten dollars, zero cent	10.00	9,400.00
709	8	EA	Remove, Store and Reset Existing Light Pole	For: Two thousand, three hundred dollars, zero cent	2,300.00	18,400.00
710	38	LF	Remove and Replace Flashing	For: Two hundred dollars, zero cent	200.00	7,600.00
711	8400	SF	Clean and Repoint Granite Stones	For: Twenty dollars, no cents	20.00	168,000.00
712	1	EA	Remove, Store and Reset Landscape Appurtenances	For: Two thousand dollars, zero cent	2,000.00	2,000.00
713	50	CY	Hand and/or Pneumatic Excavation	For: Ten dollars zero cent	10.00	500.00
714	354	LF	Align Aluminum Edging	For: Twenty five dollars, zero cent	25.00	8,850.00
715	700	SF	Round Stone	For: Eight dollars, zero cent	8.00	5,600.00
716	200	SY	Bark Chip Mulch	For: Fifty dollars, zero cent	50.00	10,000.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
717	2315	LBS	Integral Color Pigment for Cement Concrete	For: Ten dollars, zero cent	10. ⁰⁰	23,150. ⁰⁰
718	14480	SF	Imprinting on Concrete Pavement or Sidewalk	For: Two dollars, zero cent	2. ⁰⁰	28,900. ⁰⁰
719	1	LS	Low-Voltage Electrical Power Conductors and Cables	For: Twenty eight thousand dollars, zero cent	28,000. ⁰⁰	28,000. ⁰⁰
720	1	LS	Grounding and Bonding for Electrical Systems	For: Three thousand, five hundred dollar, zero cent	3,500. ⁰⁰	3,500. ⁰⁰
721	1	LS	Raceways and Boxes for Electrical Systems	For: Seventy thousand dollar, zero cent	70,000. ⁰⁰	70,000. ⁰⁰
722	1	LS	Underground Ducts and Raceways for Electrical Systems	For: Two thousand nine hundred dollar, zero cent	2,900. ⁰⁰	2,900. ⁰⁰
723	1	LS	Identification for Electrical Systems	For: Two hundred dollar, zero cent	250. ⁰⁰	250. ⁰⁰
724	8	EA	Foundation for Lights	For: One thousand eight hundred twenty five dollar, zero cent	1,875. ⁰⁰	15,000. ⁰⁰
725	1	LS	Hangers and Supports for Electrical Systems	For: Four thousand dollar, zero cent	4,000. ⁰⁰	4,000. ⁰⁰
726	1	LS	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	For: One thousand dollar, zero cent	1,000. ⁰⁰	1,000. ⁰⁰
727	1	LS	Lighting Control Devices	For: Seven thousand five hundred dollar, zero cent	7,500. ⁰⁰	7,500. ⁰⁰

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Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
728	1	LS	Enclosed Switches and Circuit Breakers	For: Three thousand four hundred dollars, 200 cent	3,400.00	3,400.00
729	1	LS	LED Exterior Lighting	For: ninety six thousand, five hundred dollars, 200 cent	96,500.00	96,500.00
730	50	SF	Replace Granite Block Facing	For: two hundred dollar zero cent	200.00	10,000.00
731	760	LF	Painting of Fire Sprinkler Piping	For: fifteen dollars no cent	15.00	11,400.00
732	60	LF	Remove, Store and Reset Existing Handrail	For: sixty dollar no cent	60.00	3,600.00
733	723	SY	Overlay Concrete, Class DP	For: one hundred and five dollar, no cent	105.00	75,915.00
744*	1	LS	Force Account Work	For: fifty dollar no cent	\$50,000.00	50,000.00

*Force Bid

60,272,459.00

Total Bid in Numbers \$

Total Amount in Words Six million, two hundred seventy two thousand, four hundred fifty-nine dollars and 200 cent

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? 10 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 22 years

b. as a Subcontractor 22 years.

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

See attached

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
1) [REDACTED]	Roadway Reconstruction	<10%	NCDPO - [REDACTED] 1194 Prospect Ave. H T. 62801-016
2) [REDACTED]	Road construction & [REDACTED]	50%	Turner [REDACTED] 1194 Prospect Ave. Westport, NY 11590
3) [REDACTED]	Drainage project	0%	Village of Flamingo Park one [REDACTED] Blvd. Flamingo Park 11702

(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 sheet

(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

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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.

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d. that has ever been barred from bidding municipal or public contracts? 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. NO violations of prevailing wage or supplemental payment requirement by DOL of NYS.

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.
USDOL audit resulted in consent judgment of settlement which was fully satisfied -> regarding over time wages + travel time pay. Audit period 2016-2019.
NYS DOL audit resulted in consent judgment of settlement - which is paid up according to payment agreement - re - over time pay + travel wages - audit period 2016-2021.

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

Cherry Logistics Corp - Trucking hauling company
Melo Haldy LLC - office Parker space.

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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
Manuel Mercado	owner, President	25 years.	Involved in all phases of business	full capacity

(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.

(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.

NO.

(use additional blank sheets if additional space is necessary)

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

Reviewed plans + specifications,
on site visit / observe + noted existing conditions, etc.

(use additional blank sheets if additional space is necessary)

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

Plan Layout
 - Utility Mark out - Coordination.
 - ~~Disassembly~~ Demolition
 - Average material
 - Concrete work.
 - Brick work.
 - Repairs.

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.

manuel macedo, owner.

- See attached

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
GL	Berkley	1/2 M	7/1/25 - 7/1/26
Umbrella	Transvers	5 M	7/1/25 - 7/1/26
WC	NYPD	1 M -	7/1/25 - 7/1/26
Auto	Riverport	1 M	7/1/25 - 7/1/26

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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.

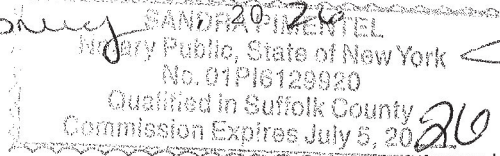
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NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

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

manuel macedo Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of [redacted] that he is the president of
Macedo contracting services 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 2 day of February, 2020



[Signature]
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

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NOTICE OF AWARD

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WE ARE YOUR DOL



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

MACEDO CONTRACTING SERVICES, INC.

DBA: Macedo Construction

685 Station Road

Bellport, New York 11713

Phone Number: 6316981120

Registration Number: 24-64BNF-CR

Date of Issue: 2024-12-13

Expiration Date: 2026-12-29

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

A handwritten signature in cursive script, appearing to read "Roberta Reardon".

Roberta Reardon
Commissioner

New York State Department of
Labor





MACEDO CONTRACTING SERVICES, INC.
PO BOX 64
Ronkonkoma, New York 11779

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-I(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.



Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

Macedo Contracting Services Inc
Attached sheet page 1 of 3

Bid: County of Nassau Department of Public works:
Supreme Court Loading Dock Rehabilitation

Contract No: H90059-01G
Bid date: February3, 2026

CONTRACTOR QUALIFICATIONS STATEMENT:

#3 List below the construction projects your firm has underway as of this date:

- A) Nassau County DPW: Quaker Meeting House rd. Roundabout
Contract amount [REDACTED]
Percentage complete <10%
- B) Village of Floral Park: 2024 Recharge Basin and Drainage Improvements Program
Contract amount [REDACTED]
Percentage complete 0%
- C) Town of Brookhaven: Calabro Airport security Access Road And fence
Contract amount [REDACTED]
Percentage complete: 70%
- D) Town of Oyster Bay: Highway Improvements to the Parkway Drive Area Phase 1 Contract amount: [REDACTED]
Percentage complete 95%

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

- A) Nassau County DPW: Parking Field #14 and South rd improvements
Contract amount [REDACTED]
Full site renovation, drainage, asphalt, concrete, plantings, signs, fencing
Completed December 2025
- B) Town of Brookhaven: Storm Water improvements to ST George Drive area
Owner: Town Of Brookhaven
Drainage installation, recharge basin, and paving, and landscape
Nelson & Pope
Contract \$ [REDACTED]
Completed October 2025
- C) Town of Hempstead: PW 16-24
Owner: Town of Hempstead
Drainage , excavation, concrete, asphalt
ZIE Engineering
Contract: [REDACTED]
Completed: October 2025

- D) Terryville Fire District Station 2- Phase 1
Sitework
Class work: Site work, excavation, drainage
Completed December 2025
- E) Garden City UFSD concrete slab replacement:
Class of work: excavation, concrete
Completed august 2025
- F) Town of East Hampton: Cantwell Court Road & Drainage project
Owner Town of East Hampton 159 Pantigo Rd
East Hampton, NY 11937
Heavy& highway/road work and drainage
DB Bennet PC
Contract amount: [REDACTED]
Class of work: asphalt, concrete, drainage, land clearing
Completed December 2025
- G) Town of Oyster Bay: Hicks Avenue Phase 3
Owner Town of Oyster Bay 74 Audrey Ave,
Oyster Bay
Roadway improvements, drainage, concrete
Milling & paving
LKMA Engineering
Contract amount: [REDACTED]
- H) Village of Hempstead 2024 Roadway Improvements
Roadway improvements, curb/gutter, sidewalk, drainage, milling and paving
H2M engineering
Contract amount: \$ [REDACTED]
- I) Town of Brookhaven: Hilltop Drive Improvements.
Asphalt, drainage, landscape
LMKA engineering
Contract amount [REDACTED]
- J) Town of Hempstead: PW 27-23
Owner Town of Hempstead, 1 Washington St,
Hempstead, NY 11550
Heavy& highway/road work.
Cashin Associates PC
Contract amount: \$ [REDACTED]
Class of work: asphalt, concrete
Date completed: June 2024
- K) Town of Oyster Bay: PW 028-24
Owner Town of Oyster bay 74 Audrey Ave,
Oyster Bay
Roadway improvements
Cameron Engineering
Contract Amount: [REDACTED]
Class of work: Paving, concrete, etc..
Date completed: July 2024
- L) Town of Hempstead: PW 58-21
Owner Town of Hempstead, 1 Washington St,
Hempstead, NY 11550
NV5 Engineering PC

- Heavy& highway/road work
Contract amount: [REDACTED]
Class of work: Drainage, asphalt, concrete, recharging basin, trenching, soil removals
Date complete: June 2023
- M) Town of Hempstead: PW 35-22
Owner: Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Debruin Engineering PC
Heavy& highway/road work, Culvert, drainage construction
Contract amount: [REDACTED]
Class of work: Drainage, asphalt, concrete, trenching, culvert and drainage installation
Date complete: December 2023
- N) Village of Mineola 2021 Roadway Improvements
Owner: Village of Mineola, 155 Washington st, Mineola, NY 11501
D&B Engineers and Architects
Heavy& highway/road work
Contract amount: [REDACTED]
Class of work: Drainage, asphalt, concrete
Date complete: June 2022
- O) Village of Mineola 2022 Roadway Improvements
Owner: Village of Mineola, 155 Washington st, Mineola, NY 11501
D&B Engineers and Architects
Heavy& highway/road work
Contract amount: [REDACTED]
Class of work: Drainage, asphalt, concrete
Date complete: December 2022
- P) Project: Oakland Court Stormwater Drainage Improvements
Owner: Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Heavy& highway/road work
NV5 engineering
Contract Amount: [REDACTED]
Class of work: Drainage, asphalt, concrete
Date complete: May 2022
- Q) Project: Town of Hempstead PW 08-21
Owner: Town of Hempstead
Engineer: ZI Engineering
Class of work: remove asphalt, sidewalk, curb and install new asphalt roadways and sidewalk and curbs.
Location of work: various streets
Contract amount: [REDACTED]
Class of work: Drainage, asphalt, concrete
Date complete: October 2021
- R) Project: GOSR Island Park Downtown Revitalization & Complete Streets
Owner: County of Nassau Office of Public Works, 1194 Prospect Ave, Westbury, NY 11590
The Liro Group
Heavy& highway/road work
Contract amount: [REDACTED]

Class of work: Drainage, asphalt, concrete
Completed: July 2022

- S) Project: 2021 recon./repl Stormwater catch basins on various streets HEMV Bid #3 & Second YEAR Term, 22-23 HEMV#& Same scope& third year awarded and completed
Owner: Village of Hempstead, 99 James A Garner way, Hempstead, NY 11550
Heavy& highway/road work
Village of Hempstead Engineering
Contract amount [REDACTED]
Class of work: Concrete, drainage, asphalt
Completed: September 2022 & 20223 & 2024
- T) Project: Landfill Transfer station slab repair
Owner: Town of Brookhaven, 1 Independence Hill Farmingville, NY
Concrete repair
LKMA engineering
Contract amount [REDACTED]
Class of work: Concrete
Completed: December 2023
- U) Project: 2023 Park Lane Drainage upgrades
Owner: Village of Rockville Centre
Site improvements drainage
Village Of Rockville Centre engineering
Contract amount [REDACTED]
Class of work: drainage, concrete
Completed: July 2023
- V) Town of Hempstead: PW 24-23
Owner: Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Heavy& highway/road work. Drainage installation
D&B Engineers and Architects
Contract amount: [REDACTED]
Class of work: Drainage, asphalt, concrete
Completed: May 2024
- W) City of Long Beach, One west Chester St Long Beach, NY
Contract amount [REDACTED]
Class of work: Sewer replacement, asphalt
Completed: April 2024

#11 Construction experience of principal individuals:

- A) Manuel Macedo – president/ owner. 23 years' experience in construction, self-employed for last 19 years. Specializing in all phases of concrete, asphalt, drainage, and masonry work. He supervised and monitors all major projects at full capacity.
- B) Kevin Degore- 25+ years' experience in road work, streetscape, asphalt, drainage. Current position- major municipality work supervisor at full capacity.

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

1.Item: Case CX

Description, year, size: excavator 2018

Condition: good condition

Years in service: 7

Present location: 685 Station Rd Bellport,

2. Item: Hyundai

Description, year, size: excavator 2019

Condition: good condition

Years in service: 6

Present location: 685 Station Rd Bellport

3. Item: CAT paver

Description, year, size: roller, CB 34 paver

Condition: good condition

Years in service: 5

Present location: 685 Station Rd Bellport

4. Item: Leeboy paver

Description, year, size: paver 2022

Condition: good condition

Years in service: 2

Present location: 685 Station Rd Bellport

5. Item: Dynapc roller

Description, year, size: roller 2022

Condition: good condition

Years in service: 2

Present location: 685 Station Rd Bellport

6. Item:Kenworth

Description, year, size: roll off truck 2016

7. Much more completely owned equipment and trucks,
too much to list. Can provide if lowest bidder.

Manuel C. Macedo



Phone: (516) 852-4593

E-mail: macedomanuel14@gmail.com

Professional Goal:

Continue to leverage my 25+ years of experience in the road construction industry to guide projects from inception to completion

Employment Skills & History:

Macedo Contracting Services Inc. 2004-Present
(former company name Macedo Construction Corp)

- Owner and full-on executive and on-site supervisor for successful Roadway reconstruction, concrete, asphalt, drainage, foundation work, concrete site work, landscape and more.
- Estimate/bid projects, read blue prints, take-offs
- Proven ability to complete municipal/site-work with jobs ranging between \$1M - \$7M on-time and under budget
- Ability to maximize daily production by motivating crews and building a strong network of relationships with townships, engineers and industry professionals (i.e. Town of Hempstead, Town of Brookhaven, Nassau DPW, Liro Group, Cameron Engineering, D&B etc.)
- Independent, creative problem solver, focusing on efficient use of resources with strict adherence to safety protocols
- Proven ability to troubleshoot and negotiate creative solutions between contractors and townships/Engineering team/ owners representative

Significant Accomplishments:

-NCDPW: Parking Field #14 & South Rd Improvements- Full site renovation, drainage, asphalt, concrete, plantings, signs, fencing . Completed December 2025. Project Amount 

- Village of Hempstead 2024 Roadway Improvements- Roadway improvements, curb/gutter, sidewalk, drainage, milling and paving. H2M engineering. Project Amount . Completed over Million dollars under budget.

- Town of Hempstead: PW 35-22 Culvert and Drainage and Roadway Improvements to Washington Ave Area, North Bellmore. Heavy& highway/road work, Culvert, drainage construction. Project amount:  complete dunder budget. 

Professional Associations:

Member of Local 138 Operating Engineers
30+Hour OSHA Certification
Class "A" CDL Drivers License

References Available Upon Request

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.

mamel macedo, President 2/2/2020
Name and Title of Authorized Representative m/d/yy

[Signature] 2/2/20
Signature Date

macedo Contracting Services Inc.
Name of Organization

685 State Rd Bellport NY 11713
Address of Organization

U.S. GOVERNMENT PRINTING OFFICE: 2000 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 voluntarily 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.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Macedo Contracting Services Inc.
Address (street/city/state/zip code):	1085 Station Road, Bellport, NY 11713
Authorized Representative (name/title):	Manuel Macedo, President
Authorized Signature:	
Contract Number:	H96059-016
Contract/Project Name:	County of Nassau - Supreme Court Loading Dock Rehabilitation
Contract/Project Description:	Supreme Court Loading Dock Rehabilitation - Rehabilitate Brickface, supply new waterproofing, drainage, concrete and pavement and landscaping.

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

	Amount (\$)	Percentage (%)
Total Dollar Value of the Prime Contract	6,272,409.00	
Total MBE Dollar Amount	95,000.00	1.5%
Total WBE Dollar Amount	85,000.00	1.36%
Total SDVOB Dollar Amount	0	0%
Total Combined M/WBE/SDVOB Dollar Amount	180,000.00	2.87%
		Combined M/WBE/SDVOB Contract Percentage

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: <u>Liaiv Construction Corp</u> Address: <u>(Trucking)</u> <u>87-40 Elmhurst Ave.</u> City: <u>Queens</u> State/Zip Code: <u>NY 11373</u> Authorized Representative: <u>Luis Viana</u> Telephone No. <u>347-567-8276</u>		Amount (\$): <u>95,000.00</u> Award Date: <u>TBD</u>	Start Date: <u>TBD</u> Completion Date: <u>TBD</u>
Name: _____ Address: _____ City: _____ State/Zip Code: _____ Authorized Representative: _____ Telephone No. _____		Amount (\$): _____ Award Date: <u>TBD</u>	Start Date: <u>TBD</u> Completion Date: <u>TBD</u>
Name: _____ Address: _____ City: _____ State/Zip Code: _____ Authorized Representative: _____ Telephone No. _____		Amount (\$): _____ Award Date: _____	Start Date: _____ Completion Date: _____

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: <u>Ponderosa Fence Enterprises</u> Address: <u>110 Stewart Ave.</u> City: <u>Micksville, NY 11861</u> State/Zip Code: Authorized Representative: <u>Mike</u> Telephone No. <u>516-433-9471</u>	<u>Supply + install fence</u>	Amount (\$): <u>10,000.00</u> Award Date: <u>TBD</u>	Start Date: <u>TBD</u> Completion Date: <u>TBD</u>
Name: <u>Concrete by Design Ltd.</u> Address: <u>68 Horseblock Rd.</u> City: <u>Centersh NY 11720</u> State/Zip Code: Authorized Representative: <u>Paula Simoes</u> Telephone No. <u>631-281-1036</u>	<u>Concrete impartment Drivew, materials</u>	Amount (\$): <u>5,000.00</u> Award Date: <u>TBD</u>	Start Date: <u>TBD</u> Completion Date: <u>TBD</u>
Name: <u>USE Equipment Rental</u> Address: <u>15-11305 College Pt.</u> City: <u>College Point, NY 11354</u> State/Zip Code: Authorized Representative: <u>718-358-4040</u> Telephone No.	<u>Equipment Rental</u>	Amount (\$): <u>10,000.00</u> Award Date: <u>TBD</u>	Start Date: <u>TBD</u> Completion Date: <u>TBD</u>

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: HOBBS & ASSOCIATES Address: 790 Broadway Ave. City: Hoboken, NJ 07030 State/Zip Code: Authorized Representative: Telephone No. 201-788-6880	Drainage pipe material.	Amount (\$): 10,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: GTS Builders Supply Address: 4701 Veterans Memorial Hwy. City: Hoboken State/Zip Code: NJ 07030 Authorized Representative: Stephen Telephone No. 201-585-7171	masonry materials	Amount (\$): 50,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:

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

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount (\$) and Award Date Amount (\$):	SDVOB Contract Scheduled Start Date and Completion Start Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.:	 <i>cancel 2/22/12</i>	 Award Date:	 Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.:	 	 Amount (\$):	 Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.:	 	 Amount (\$):	 Start Date: Completion Date: