COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title:

MVP Arena Chiller Replacement

Bid Number: 2024-160-MC

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent Albany County Department of General Services **Purchasing Division** 112 State Street, Room 1000 Albany, NY 12207

- 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
- 2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
- 3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:
 - (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

| Date | 12/27/2024 | Number | 1 |
|------|------------|--------|---|
| | 01/03/2025 | | 2 |
| | 01/09/2025 | | 3 |
| | 01/23/2025 | | 4 |

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
- 4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
- 5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

| 7 | Communication | concerning | thic Rid | chall he | addresse | d to |
|----|---------------|------------|----------|----------|-----------|------|
| 1. | Communication | concerning | uns biu | Shan be | auui cssc | u w. |

| Russell Lincoln, President | | |
|----------------------------|--------------------------|--|
| Ecker | rt Mechanical, LLC | |
| rlinco | oln@eckertmechanical.com | |
| Phone: | (518) 459-4116 ext. 244 | |

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title:

MVP Arena Chiller Replacement

Bid Number: 2024-160-MC

Conditions:

- 1. All bid prices must include all materials, labor, equipment, incidentals, and other associated costs.
- 2. Base Bid work shall carry a 10% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

| MECHANICAL CONSTRUCTION Lump Sum Base Bid (Price in Words): (Price in Numbers): 10% Contingency Allowance | Nine Hundred Fifty Six Thousand Five Hundred Sixty Eight 956,568.00 95,657.00 |
|--|--|
| TOTAL BID (Base Bid + Contingency Allowance) | |
| (Price in Words): | One Million Fifty Two Thousand Two Hundred |
| | Twenty Five Dollars and Zero Cents |
| (Price in Numbers): | \$ <u>1,052,225.00</u> |

| Proposed Chiller Manufactuer for base bid: | York |
|--|------|
| - | |

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

DATE

| COMPANY: | Eckert Mechanical, LLC | |
|---------------------|-------------------------------|-------------|
| ADDRESS: | 49 Sicker Road | |
| CITY, STATE, ZIP: | Latham, NY 12110 | |
| TEL. NO.: | (518) 459-4116 | |
| FAX NO.: | (518) 459-1208 | |
| FEDERAL TAX ID NO.: | 27-1557163 | |
| REPRESENTATIVE: | Russell Lincoln, President | |
| E-MAIL: | rlincoln@eckertmechanical.com | |
| SIGNATURE AND TITLE | Zwell M | , President |
| | | |
| DATE 01/30/2025 | | |

Title: MVP Arena Chiller Replacement
Bid Number: 2024-160-MC

ATTACHMENT "A" NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

| | Persull MM |
|------------|------------------------|
| | Signature |
| | President |
| | Title |
| 01/30/2025 | Eckert Mechanical, LLC |
| Date | Company Name |

ATTACHMENT "B" ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals: STATE OF SS.: **COUNTY OF** __, 200__, before me personally appeared On day to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same. Notary Public, State of Qualified in _____ Commission Expires If Corporation: STATE OF New York COUNTY OF Albany SS.: January , 20025, before me personally appeared Russell Lincoln to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) Lake George, New York President of the (name of corporation) Eckert Mechanical, LLC , the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order. NICOLE C. TRIMBLE Notary Public, State of New York No. 01CA6135839 Notary Public, State of Notary Public, State of Qualified in Albany County Commission Expires October 24, 2025 Qualified in Albany, N.Y. Commission Expires 10.24-2025 If Partnership: STATE OF **COUNTY OF** SS.: On the _____day of_ _, 200___, before me personally came___ , to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of_ / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership. Notary Public, State of Qualified in _____ Commission Expires _____

ATTACHMENT "C" ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

| 1. VENDOR IS: | | | | | | |
|--|--|----------------------------|--|------------|-------------|--------|
| X PRIME CONTRACTOR | | | | | | |
| 2. VENDOR'S LEGAL BUSINESS NAME Eckert Mechanical, LLC | | | 3. IDENTIFICATION NUMBERS a) FEIN # 27-1557163 b) DUNS # 788341451 | | | |
| 4. D/B/A – Doing Business As (if applic | able) & COUNTY FIELD: | | 5. WEBSITE ADI | RESS (if a | applicable) | A11-11 |
| | | | www.eckertr | nechan | ical.com | |
| 6. ADDRESS OF PRIMARY PLACE C 49 Sicker Road | F BUSINESS/EXECUTIVE OFFI | ICE | 7. TELEPHONE NUMBER | | 8. FAX NUI | MBER |
| Latham, NY 12110 | | | (518) 459-411 | 6 | (518) 459 | -1208 |
| 9. ADDRESS OF PRIMARY PLACE OF IN NEW YORK STATE, if different from | | FICE | 10. TELEPHONE NUMBER | | 11. FAX NU | JMBER |
| Name Russell Lincoln Title President Telephone Number (518) 459 Fax Number (518) 459-1 | Title President Telephone Number (518) 459-4116 Fax Number (518) 459-1208 | | | | | |
| 13. LIST ALL OF THE VENDOR'S PR | INCIPAL OWNERS. | | | | | |
| a) NAME Russell Lincoln | TITLE President | b) NAME | | TITLE | | |
| c) NAME | TITLE | d) NAME | | TITLE | | |
| A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER. | | | | | | |
| 14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS Yes NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. | | | | | | |
| 15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: | | | | | | |
| a) An elected or appointed public official or officer? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service | | | | | | |
| b) An officer of any political List each individuals nam with applicable service dat | party organization in Albany Coun 2, business title or consulting capa es. | ty, whether pacity and the | paid or unpaid? e official political pos | ition held | ☐ Yes | X No |

| 16. | OR C OR M SHAR | IIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL ONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% IORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE LES FOR ALL OTHER COMPANIES), AFFLITIATE OR ANY PERSON INVOLVED IN THE ING OR CONTRACTING PROCESS: | | |
|-----|---|---|-------|-------------|
| | a) | been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; | ☐ Yes | X No |
| | | 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; | | |
| | | 3. entered into an agreement to a voluntary exclusion from bidding/contracting; | | |
| | | had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; | | |
| | | had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; | | |
| | | had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; | | |
| | | been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; | | |
| | | 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or | | |
| | | had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. | | |
| | b) | been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? | ☐ Yes | X No |
| | c) | been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: | ☐ Yes | 🗓 No |
| | | 1. federal, state or local health laws, rules or regulations. | | |
| 17. | JUDG: AGEN | | Yes | X No |
| | judgm amoun | te if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, ent, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the it of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate tus of each item as "open" or "unsatisfied." | | |
| 18. | DURI | NG THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: | | |
| | ŕ | file returns or pay any applicable federal, state or city taxes? Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability. | ☐ Yes | 🛚 No |
| | | file returns or pay New York State unemployment insurance? Indicate the years the vendor failed to file/pay the insurance and the current status of the liability. | ☐ Yes | X No |
| | | Property Tax Indicate the years the vendor failed to file. | Yes | X No |
| 19. | ITS AI BANK REGA Indicat and FE | ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR FFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY RUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES RDLESS OR THE DATE OF FILING? e if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name ill. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, pending or have been closed. If closed, provide the date closed. | ☐ Yes | X No |
| 20. | BELIE IT? Pro Ration, | E VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO VE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST ovide financial information to support the vendor's current position, for example, Current Ration, Debt Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an landing of the vendor's situation. | Yes | ⊠ No |

×.

| 21. | IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: | Yes | X No |
|-----|--|-----|------|
| | a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; | | |
| | Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency. | | |

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN# 27-1557163

| State of: New York)) ss: | |
|---|--|
| County of: Albany) | |
| CERTIFICATION: | |
| Albany in making a determination regarding an aware the County may in its discretion, by means which it made herein; acknowledges that intentional submission under Penal Law Section 210.40 or a misdemeanor unalso be punishable by a fine and/or imprisonment of | is submitted for the express purpose of assisting the County of rd of contract or approval of a subcontract; acknowledges that may choose, verify the truth and accuracy of all statements ion of false or misleading information may constitute a felony under Penal Law Section 210.35 or Section 210.45, and may up to five years under 18 USC Section 1001 and may result in submitted in this questionnaire and any attached pages is true, |
| submitting vendor; Has supplied full and complete responses information ad belief; Is knowledgeable about the submitting ver Understands that Albany County will rely into a contract with the vendor; | contained in the questionnaire and any pages attached by the to each item therein to the best of his/her knowledge, |
| Name of Business Eckert Mechanical,LLC | Signature of Owner Pursul MMM |
| Address 49 Sicker Road | Printed Name of Signatory Russell Lincoln |
| City, State, Zip Latham, NY 12110 | Title President |
| Sworn before me this 30thday of Janaury , 2025; | |
| NICOLE C. TRIMBLE Notary Public, State of New York No. 01CA6135839 Qualified in Albany County Commission Expires October 24, 2025 | Nicole C. Trimble Printed Name Signature |

01/30/2025

Date

Attachment "D" Certification Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

| | Posell MM |
|------------|------------------------|
| | Signature |
| | President Title |
| 01/30/2025 | Eckert Mechanical, LLC |
| Date | Company Name |

ATTACHMENT "E"

<u>Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)</u>

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

| Name of Third Party Entity: | |
|---|--|
| Address: | |
| Phone Number(s): | |
| | our firm or organization within Albany County are related ent Program (SWMP) (include any activities that have the d/or affect water quality): |
| | |
| Description of where the work is to be perfor | med within Albany County facilities: |
| | Signature |
| | Russell Lincoln |
| | Printed Name |
| | <u>President</u> Title |
| | 01/30/2025 |
| | Date |

ATTACHMENT "F" BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

| 1. | 1. How many years has your firm been in business? | 30 | years |
|----|--|---|-------------------|
| 2. | 2. List up to three (3) projects of this nature that you have congive the name, address and telephone number of a completion date, the original contract bid price and the confidence of the contract of the confidence of the confi | reference from ea | ch. Also give the |
| | 1. Please see attachment "A" | A. 10. 10. 10. 10. 10. 10. 10. 10. 10. 10 | |
| | | | |
| | *************************************** | | |
| | 2 | | |
| | | | |
| | | | |
| | 3 | | |
| | | | |

ATTACHMENT "F" BIDDER QUALIFICATION QUESTIONNAIRE

| 3. | List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract. |
|----|--|
| | Please see attachment "B" |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| 4. | Has your firm ever failed to complete work awarded to it, if so, state where and why. |
| | No |
| | |
| | |
| | |
| í. | Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details. |
| | No |
| | |
| | |
| | |
| | |
| | |

<u>ATTACHMENT "F"</u> <u>BIDDER QUALIFICATION QUESTIONNAIRE</u>

| 6. | Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details. | | | | | | | | | |
|----|--|--|--|--|--|--|--|--|--|--|
| | No | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| 7. | Do you plan to sublet any part of this work? If so, give details. | | | | | | | | | |
| | PICCING OF CHILLER | | | | | | | | | |
| | INCHATION | | | | | | | | | |
| | CONTROLL | | | | | | | | | |
| | | | | | | | | | | |
| 8. | Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank. | | | | | | | | | |
| | USI Insurance Services - 3 Lera Jet Lane, Suite 104 Latham, NY (518) 514-3622 | | | | | | | | | |
| | Key Bank - 66 S Pearl Street Albany, NY - (518) 257-8702 | | | | | | | | | |
| | F.W. Webb - 17 Erie Blvd. Albany, NY - (518) 472-9322 | | | | | | | | | |
| | | | | | | | | | | |

ATTACHMENT "F" BIDDER QUALIFICATION QUESTIONNAIRE

| | e a summary of your financial statement. (List assets and liabilities, use an insert sheet, if ded). |
|-------------------|--|
| | Please see the attached financial statement |
| | |
| | |
| | |
| | |
| und the nan | ate the true, exact, correct and complete name of the partnership, corporation or trade name ler which you do business, and the address of the place of business. (If a corporation, state name and title of all officers. If a partnership, state the name of all partners. If a trade ne, state the names of the individuals who do business under the trade name.) It is absolutely essary that information be furnished. |
| | Eckert Mechanical, LLC Correct Name of Bidder |
| | |
| (a) | The business is a: LLC |
| (b) | The address of principal place of business is: 49 Sicker Road |
| | Latham, NY 12110 |
| (c) | The names of the corporate officers, or partners, or individuals doing business under a trade |
| | name, are as follows: Russell Lincoln, President/Owner |
| | |
| | |
| | |

ATTACHMENT "F" BIDDER QUALIFICATION QUESTIONNAIRE

| 11. Is your firm qualified to do business in the If No, signing this qualification statement prior to award of contract immediately upon | nt constitutes agreement to obtain such qualification |
|--|---|
| | Eckert Mechanical, LLC Firm |
| Dated: 01/30/2025 | By Purull MM |
| | Russell Lincoln, President (Typed) |

ATTACHMENT "G" NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

RFB-2024-160-MC

MVP Arena Chiller Replacement

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

| Firm: | Eckert Mechanical, LLC | |
|--------|------------------------|--|
| By: | Purell May | |
| · | (Signature) | |
| | Russell Lincoln | |
| | (Typed) | |
| Title: | President | |
| Date: | 01/30/2025 | |



Bid Bond

CONTRACTOR:

(Name, legal status and address)

ECKERT MECHANICAL, LLC 1062 Central Avenue Albany, New York 12205

OWNER:

(Name, legal status and address) **COUNTY OF ALBANY** 112 State Street Albany, New York 12207

Bond No. N/A

SURETY: Western Surety Company: South Dakota Corporation (Name, legal status and principal place of business)

151 N. Franklin Street 17th Floor Chicago, IL 60606

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

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

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

PROJECT:

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

MVP Arena Chiller Replacement Request for Bids #2024-136 MC - Mechanical Construction

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

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

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

| ECKERT MECHANICAL, LLC (Principal) | (Seal) |
|-------------------------------------|--|
| (Title) Western Surety Company | |
| (Surety) Adams Attorney-in-Fact | (Seal) |
| | (Principal) (Title) Western Surety Company |

| 4 * * * * * * * * * * * * * * * * * * * | | | |
|---|------------------------------|---|---|
| _ | | INDIVIDUAL | LACKNOWLEDGEMENT |
| State of |) | | |
| County of |) | | |
| On the | day of | ,20 | , before me personally came |
| | | , to | me known and know to me to be the Individual |
| described in and the same. | d who executed | the foregoing insti | trument, and he acknowledged to me that he executed |
| | | | Notary Public |
| | | LLC AC | CKNOWLEDGMENT |
| State of New | York) | | |
| State of New County of All | pany) | | |
| On the 13 d | ay of Janu a | in the year 2 | 2025, before me personally came Russell Lincoln t |
| me known, who | , being by me | duly sworn, did dep | epose and say that (s)he reside(s) in Lake George |
| that (s)he is the executed the abo | | | of the Eckert Mechanical LLC the LLC described in and whice |
| | | | |
| | Notary Publik No. 0 | E G. TYMMELE b, State of Hew York 1CA6135889 | Materia Bullia |
| | Quatified i Commission Ex | in Albany County pires October 24, 2025 | Notary Public |
| | | | |
| | | SURETY A | CKNOWLEDGEMENT |
| State of New Yo | ork) | | |
| County of |) | | |
| - | | | |

On the 13th day of January in the year 2025, before me personally came April A. Adams, to me known, who, being by me duly sworn, did depose and say that she reside(s) in Erie County, New York; that she is the Attorney-in-Fact of Western Surety Company the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that she signed her name thereto by like authority.

Lathound of Steiner Notary Public

KATHERINE L. STEINER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 01/25/2025

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael W Karl, Bruce W Rogers, Lawrence DiGiulio, Andrew J Tokasz, Bradley E Byer, Todd McMahon, April A Adams, Steven Blumhagen, Timothy J Geiger, Michael Robert Bonetto, Daniel Thomas Kaminski, Lauren Bordonaro, Individually

of Buffalo, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of September, 2023.

WESTERN SURETY COMPANY



Larry Kaster

State of South Dakota County of Minnehaha } s

On this 7th day of September, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of January, 2025.



WESTERN SURETY COMPANY

J. Relson, Assistant Secretar

Form F4280-4-2023

WESTERN SURETY COMPANY

Sioux Falls, South Dakota

Statement of Net Admitted Assets and Liabilities December 31, 2023

ASSETS

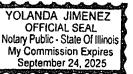
| <u>ASSETS</u> | |
|---|---|
| Bonds Stocks Cash, cash equivalents, and short-term investments Receivables for securities Investment income due and accrued Premiums and considerations Amounts recoverable from reinsurers Net deferred tax asset Receivable from parent, subsidiaries, and affiliates Other assets Total Assets | \$ 1,935,600,431 15,281,696 36,335,353 14,770,000 18,185,645 70,728,009 4,459,042 18,202,272 12,895,815 157,742 \$ 2,126,616,005 |
| | |
| Losses Loss adjustment expense Commissions payable, contingent commissions and other similar charges Taxes, License and fees (excluding federal and foreign income taxes) Federal and foreign income taxes payable Unearned premiums Advance premiums Ceded reinsurance premiums payable (net of ceding commissions) Amounts withheld or retained by company for account of others Provision for reinsurance Payable to parent, subsidiaries and affiliates Other liabilities Total Liabilities | \$ 247,328,673 56,340,495 13,245,319 5,075,390 829,556 316,760,881 6,183,112 4,347,066 3,094,680 157,388 9,464 (6,171) \$ 653,365,853 |
| Surplus Account: Common stock Gross paid in and contributed surplus Unassigned funds Surplus as regards policyholders Total Liabilities and Capital \$ 4,000,000 286,896,195 1,182,353,957 | \$ 1,473,250,152 \$ 2,126,616,005 |
| I, Julie Lee, Vice President of Western Surety Company hereby certify that the representation of the financial statement of the Company dated December 31, various insurance Departments and is a true and correct statement of the condition of that date. | 2023, as filed with the |

WESTERN SURETY COMPANY

Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 14th day of March __, 2024.

My commission expires:



Notary Public

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

| | | į, | | | 4. | | | ယ္ | | | 2. | | | <u> </u> | Ques |
|--|---|--|--|--|---|--|--|--|--|---|---|--|---|---|---|
| Contract No. 221330.00 | Contact Person Paul Mueller, Greco Construction | Agency/Owner Troy Senior Center – City Ste | Contract No. 222115 | Contact Person Robert Wurz, Hayner Hoyt Corporation | Agency/Owner FAGE USA Dairy Industry, I | Contract No. 21071-22A | Contact Person Ben Boswell, AOW Associates, Inc | Agency/Owner State University Construction | Contract No. 46092-H | Contact Person Hatim El-Tilib, OGS EIC | Agency/Owner OGS Project No. 46092-H Pr | Contract No. 2233007.001 | Contact Person William Bury, LeChase | Agency/Owner RPI Nugent Hall Renovations | Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than number: |
| Prime or Sub Sub | ction | City Station East Renovations | Prime or Sub Sub | orporation | Agency/Owner FAGE USA Dairy Industry, Inc Locker Room Renovations | Prime or Sub Sub | es, Inc. | Agency/Owner State University Construction Fund – UAlbany Rehab Toilet Rooms for ADA | Prime or Sub Prime | | Agency/Owner OGS Project No. 46092-H Provide Exhaust Fans and Relocate Steam/Chilled Water Equipment | Prime or Sub Sub | | S | recent construction contr |
| Joint Venture (JV) Name, if applicable N/A | Telephone No. 518-465-1155 | | Joint Venture (JV) Name, if applicable N/A | Telephone No. 315-455-5941 | ns | Joint Venture (JV) Name, if applicable N/A | Telephone No. 518-650-8963 | t Rooms for ADA | Joint Venture (JV) Name, if applicable N/A | Telephone No. 518-457-8203 | ate Steam/Chilled Water Equ | Joint Venture (JV) Name, if applicable N/A | Telephone No. 518-462-0227 | | acts the Business Entity |
| me, if applicable | Designer Architect and /or QPK Design | | me, if applicable | Designer Architect and /or Webber/Smith Associates, Inc | | me, if applicable | Designer Architect and /or Design Engineer Dembling + Dembling Arch. | | me, if applicable | Designer Architect and /or Sage Engineering Associates, | upment | me, if applicable | Designer Architect and /or Architecture Plus | | has completed. If less (|
| | 1/or Design Engineer | Award Date 6/16/2022 | | d /or Design Engineer s, Inc. | Award Date 4/18/2022 | | d /or Design Engineer rch. | Award Date 10/14/2021 | | d /or Design Engineer ates, LLP | Award Date 9/29/2022 | | 1/or Design Engineer | Award Date 7/21/2022 | |
| | | Amount \$293,061.00 | | | Amount \$264,856.00 | | | Amount \$694,507.00 | | | Amount \$708,748.00 | | , | Amount \$1,246,884.14 | recent subcontract |
| EIN of JV, if applicable | | Date Completed 3/20/2023 | EIN of JV, if applicable | | Date Completed 6/23/2023 | EIN of JV, if applicable | | Date Completed 1/26/2024 | EIN of JV, if applicable | | Date Completed 5/16/2023 | EIN of JV, if applicable | | Date Completed 7/28/2023 | ten, include most recent subcontracts on projects up to that |

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

| | | 10. | | | 9. | | | œ | | | 7. | | ···· | 6. | Quest | Vendo |
|--|---|---|--|--|---|--|---|--|--|--|--|--|--|---|--|-------------------------------------|
| Contract No. 22201-22A-00 | Contact Person Marc Murray, VMJR Companies | Agency/Owner OGS Project No. 45723-C Roof Drain Replacement | Contract No. 2300426-C2 | Contact Person David Anderson, G.M. Crisalli & Associates, Inc | Agency/Owner Walmart Store # 2234-248 | Contract No. 2300428-C01 | Contact Person David Anderson, G.M. Crisalli & Associates, Inc | Agency/Owner Walmart Store # 2234-238 | Contract No. 2334002.007 | Contact Person Erica McCarthy, LeChase | Agency/Owner Siena College Cushing To | Contract No. 47216-P | Contact Person Eric Luft, OGS EIC | Agency/Owner OGS Project No. 47216-P | ion 3.0: List the ten most number: | Vendor Name: Eckert Mechanical, LLC |
| Prime or Sub Sub | mies | oof Drain Replacement | Prime or Sub | isalli & Associates, Inc. | Agency/Owner Walmart Store # 2234-248 General Remodel – Rome NY | Prime or Sub Sub | isalli & Associates, Inc. | Agency/Owner Walmart Store # 2234-238 General Remodel – Oneonta NY | Prime or Sub Sub | | Agency/Owner Siena College Cushing Townhouses Renovation Phase | Prime or Sub Prime | | Agency/Owner OGS Project No. 47216-P Ten Eyck OB Rehab 5th Floor | Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number: | cal, LLC |
| Joint Venture (JV) Name, if applicable N/A | Telephone No. 518-792-1128 | | Joint Venture (JV) Name, if applicable N/A | Telephone No. 315-454-0000 | YY | Joint Venture (JV) Name, if applicable N/A | Telephone No. 315-454-0000 | aNY | Joint Venture (JV) Name, if applicable N/A | Telephone No. 518-806-9221 | | Joint Venture (JV) Name, if applicable N/A | Telephone No. 518-474-8778 | ונ | cts the Business Entity | |
| ame, if applicable | Designer Architect ar Bell & Spina Architects | | ame, if applicable | Designer Architect and /or Desi Massa Multimedia Architecture | | ame, if applicable | Designer Architect and /or Design Engineer Massa Multimedia Architecture | | une, if applicable | Designer Architect and /or Design Engineer WCGS Architects | | me, if applicable | Designer Architect and /or Design Engineer MH Professional Engineering, PLLC | | has completed. If less (| |
| | Designer Architect and /or Design Engineer Bell & Spina Architects | Award Date 3/28/2022 | | Designer Architect and /or Design Engineer Massa Multimedia Architecture | Award Date 7/26/2023 | | d /or Design Engineer chitecture | Award Date 7/26/2023 | | d /or Design Engineer | Award Date 3/30/2023 | | d /or Design Engineer neering, PLLC | Award Date 5/4/2023 | han ten, include most | |
| | | Amount \$33,258.00 | | | Amount \$238,849.00 | | | Amount \$149,427.00 | | | Amount \$233,187.00 | | of the same of the | Amount \$232,269.00 | recent subcontract | NIS Vendor ID: IIUUUIOUUS |
| EIN of JV, if applicable | | Date Completed 1/24/2024 | EIN of IV, if applicable | | Date Completed 1/12/2024 | EIN of JV, if applicable | | Date Completed 1/5/2024 | EIN of IV, if applicable | | Date Completed 8/18/2023 | EIN of JV, if applicable | | Date Completed 1/12/2024 | ts on projects up to that | · IIUUUIOUU |

NEW YORK STATE HMENT B - UNCOMPLETER COLUMNISHED

Question 3.1: List all current uncompleted construction contracts: Vendor Name: Eckert Mechanical, LLC 1. Agency/Owner ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS NYS Vendor ID:1100018009

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

Question 3.1: List all current uncompleted construction contracts:

NYS Vendor ID:1100018009

| | | .∞ | | ,1 | | 6 | |
|---|---|--|---|-----------------------------------|--|---|--|
| | Melissa Ellwanger, Synthesis Architects Contract No. #3 & #4 Plumbing/HVAC Prime or Sub Prime | Agency/Owner City of Albany – Remodeling for 165/170 Henry Johnson Blvd. | Contact Person Michael Spencer, Guth DeConzo Contract No. Prime or Sub Sub | Agency/Owner Our Lady of Marco 1: | Stanford Heights Fire District Contact Person Katrina Pacheco, H2M Archite Contract No. PC - Plumbing Contract | | 5. Agency/Owner County of Albany DPW, Knox Subdivision – New Garage (Plumbing & Mechanical) Contact Person Jason Preisner, Lamont Engineers Contract No. Contract No. Telephone No. 518-234-4028 |
| \$610,243.00 Amount Sublet to others Uncompleted Amount \$225,559.50 \$396,710.55 | Felephone No. 518-370-1576 oint Venture (JVA) | Total Contract Amount | Award Date 5/22/2023 | Amount Sublet to others | chitect and /or De | Lamont Engineers, PC (JV) Name, if applicable Total Contract Amount S427.511.00 Amount Sublet to others | |

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID:1100018009

| | | ro - | 10. | | [| | . 9 | Questic | |
|---------------------------------------|---------------------------------|---|---|--|---|--|---|--|--|
| | Contract No. Plumbing & HVAC | Contact Person Stephen Thomas – S.J. Tho | Agency/Owner General Services Administr | | Contract No. 2334027.008 | Contact Person Tim Hanke, LeChase Const | Agency/Owner County of Saratoga – Sarate | on 3.1: List all current | |
| | Prime or Sub Sub | mas Co. Inc. | ation – Leo O'Brien FHWA & | | Prime or Sub Sub | ruction | ga County Airport FBO Term | uncompleted construction | |
| | Joint Venture (JV | Telephone No. 315-472-5288 | FMCSA Office Reno | | Joint Venture (JV N/A | Telephone No. 518-831-9705 | inal Phase 2 | contracts: | |
| Total Contract Amount \$975,586.00 | 7) Name, if applicable | Designer Architect and // NK Bhandari | vations | Total Contract Amount \$2,315,000.00 |) Name, if applicable | Designer Architect and /o Fennick McCredie Archi | | | |
| Amount Sublet to others \$661,895.00 | | or Design Engineer | 1 | Amount Sublet to others \$1,214,250.00 | | or Design Engineer tecture | 1 | | |
| | | | ward Date 2/19/2023 | Unco \$2,24 | | | ward Date 2/12/2023 | | |
| mpleted Amount ,366.00 | EIN of JV, if applicable | | Completion Date 11/18/2024 | mpleted Amount 18,120.00 | EIN of JV, if applicable | | Completion Date 5/15/2025 | | |
| | ct Amount | Total Contract Amount \$975,586.00 Joint Venture (JV) Name, if applicable Total Contract Amount \$400 and \$400 | S.J. Thomas Co. Inc. Telephone No. 315-472-5288 Prime or Sub Joint Venture (JV) Name, if applicable Sub Total Contract Amount \$\frac{1}{3}\$ \$\frac{1}{3 | Agency/Owner General Services Administration - Leo O'Brien FHWA & FMCSA Office Renovations Contact Person Stephen Thomas - S.J. Thomas Co. Inc. Prime or Sub Plumbing & HVAC Telephone No. 315-472-5288 Joint Venture (JV) Name, if applicable Posigner Architect and /or Design Engineer NK Bhandari Total Contract Amount Sublet to others \$975,586.00 Amount Sublet to others \$949; | Agency/Owner General Services Administration Leo O'Brien FHWA & FMCSA Office Renovations Contact Person Stephen Thomas - S.J. Thomas Co. Inc. Contract No. Plumbing & HVAC Plumbing & HVAC Total Contract Amount Sublet to others \$2,315,000.00 \$2,244 \$2,245 \$2,245 \$2,245 Plumbing Mary CSA Office Renovations Telephone No. 315-472-5288 Joint Venture (JV) Name, if applicable Total Contract Amount Sublet to others \$975,586.00 Total Contract Amount Sublet to others \$949; | Contract No. Prime or Sub Sub | Contract Person Tim Hanke, LeChase Construction Total Contract Amount Total Contract Amount Sublet to others Total Contract Amount Sublet to others Total Contract Amount Sublet to others Su,244 Sublet to others Total Contract Amount Sublet to others Total Contract Amount NK Bhandari Total Contract Amount NK Bhandari Total Contract Amount Sublet to others Total Contract Amount Sublet to others Total Contract Amount NK Bhandari Total Contract Amount Sublet to others Sofo1,895.00 Total Contract Amount Sublet to others Sofo1,895.00 Total Contract Amount Sublet to others Sofo1,895.00 Total Contract Amount Sofo1,895.00 Total Contract Amount Sofo1,895.00 Total Contract Amount Sublet to others Sofo1,895.00 Total Contract Amount Sofo1,895.00 | Agency/Owner Country of Saratoga – Sub – | Agency/Owner Contract No. Contract Person Agency/Owner General Services Administration - Leo O'Brien FHWA & FMCSA Office Renovations Contract No. Stephen Thomas - S.I. Thomas Co. Inc. Plumbing & HVAC Pumbing & HVAC Pumbing |

ALBANY, NEW YORK

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2023 AND 2022

CONTENTS

| | PAGES |
|--|-------|
| Financial statements: | |
| Independent accountants' review report | 1 |
| Balance sheets | 2 |
| Statements of income and member's equity | 3 |
| Statements of cash flow | 4-5 |
| Notes to financial statements | 6-14 |



INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors and Members Eckert Mechanical, LLC Albany, New York

We have reviewed the accompanying financial statements of Eckert Mechanical, LLC (a New York Limited Liability Company) which comprise the balance sheets as of December 31, 2023 and 2022 and the related statements of income, member's equity and cash flow for the years then ended, and the related notes to the financial statements A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Kufz, Selig & Zerondu, ClAs, C.C.P.

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Eckert Mechanical, LLC to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Latham, New York April 19, 2024

BALANCE SHEETS DECEMBER 31, 2023 AND 2022

| | 2023 | | 2022 | |
|---|-----------|--------------------|-----------|--------------------|
| <u>ASSETS</u> | | | | |
| CURRENT ASSETS: | | | | |
| Cash (Note 1) | \$ | 1,222,872 | \$ | 1,200,967 |
| Accounts receivables (Notes 1 and 2) | | 1,963,001 | | 1,680,732 |
| Inventory (Note 1) | | 2,050 | | 2,500 |
| Contact assets (Notes 1 and 3) | | 402,739 | | 382,837 |
| Other current assets | | 55,302 | _ | 211,147 |
| Total current assets | \$ | 3,645,964 | \$ | 3,478,183 |
| PROPERTY AND EQUIPMENT (Notes 1 and 4) | | 174,930 | | 169,844 |
| OPERATING LEASE - RIGHT OF USE ASSET (Notes 1 and 12) | | 100,425 | | |
| TOTAL ASSETS | <u>\$</u> | 3,921,319 | <u>\$</u> | 3,648,027 |
| LIABILITIES AND MEMBER'S EQUITY | | | | |
| CURRENT LIABILITIES: | | | | |
| Current maturities of long-term debt (Note 7) | \$ | 221,478 | \$ | - |
| Operating lease liability - current (Notes 1 and 12) | | 32,362 | | 275 552 |
| Accounts payable | | 529,460 862,769 | | 375,552 507,554 |
| Contract liabilities (Notes 1 and 3) | | 136,752 | | 74,849 |
| Accrued expenses and other current liabilities | \$ | 1,782,821 | \$ | 957,955 |
| Total current liabilities | Φ | 1,702,021 | φ | 751,755 |
| OPERATING LEASE LIABILITY (Notes 1 and 12) | | 68,123 | | - |
| LONG-TERM DEBT (Note 7) | | 660,437 | | • |
| Total liabilities | \$ | 2,511,381 | \$ | 957,955 |
| COMMITMENTS AND CONTINGENCIES (Note 8) | | | | |
| MEMBER'S EQUITY | | 1,409,938 | | 2,690,072 |
| TOTAL LIABILITIES AND MEMBER'S EQUITY | <u>\$</u> | 3,921,319 | <u>\$</u> | 3,648,027 |

STATEMENTS OF INCOME AND MEMBER'S EQUITY YEARS ENDED DECEMBER 31, 2023 AND 2022

| | | 2023 | | 2022 |
|-------------------------------------|--------------|------------------------|-----------|------------------------|
| Revenue | \$ | 8,237,857 | \$ | 9,293,969 |
| Cost of revenue | | 6,855,270 | ***** | 7,946,759 |
| Gross profit Operating expenses | \$ | 1,382,587 1,127,355 | \$ | 1,347,210 1,127,647 |
| Income from operations Other income | \$ | 255,232 21,698 | \$ | 219,563 766,028 |
| NET INCOME | \$ | 276,930 | \$ | 985,591 |
| Member's equity - beginning | | 2,690,072 | | 2,573,073 |
| Member's distributions | | (557,064) | | (868,592) |
| Redemption of membership units | | (1,000,000) | | - |
| MEMBER'S EQUITY - END | <u>\$</u> | 1,409,938 | <u>\$</u> | 2,690,072 |

STATEMENTS OF CASH FLOW YEARS ENDED DECEMBER 31, 2023 AND 2022

| | 2023 | | 2022 | |
|--|-----------|-----------|-----------|-----------|
| CASH FLOW FROM OPERATING ACTIVITIES: | | | | |
| Net income | \$ | 276,930 | \$ | 985,591 |
| Adjustments to reconcile net income to net cash provided | | | | |
| by operating activities: | | | | |
| Depreciation | | 74,210 | | 68,084 |
| Gain on disposal of assets | | (8,186) | | - |
| Operating leases | | 60 | | |
| Paycheck protection program forgiveness | | - | | (765,715) |
| Changes in operating assets and liabilities: | | | | |
| (Increase) decrease in: | | | | |
| Accounts receivable | | (282,269) | | 161,350 |
| Inventory | | 450 | | 1,300 |
| Contract assets | | (19,902) | | 311,498 |
| Other current assets | | 155,845 | | 1,867 |
| Increase (decrease) in: | | | | |
| Accounts payable | | 153,908 | | (356,063) |
| Contracts liabilities | | 355,215 | | (87,986) |
| Accrued expenses and other current liabilities | | 61,903 | | (122,773) |
| Net cash provided by operating activities | \$ | 768,164 | <u>\$</u> | 197,153 |
| CASH FLOW FROM INVESTING ACTIVITIES: | | | | |
| Purchase of property and equipment | \$ | (79,296) | \$ | (39,207) |
| Proceeds from sale of property and equipment | | 8,186 | | |
| Net cash applied to investing activities | \$ | (71,110) | \$ | (39,207) |
| CASH FLOW FROM FINANCING ACTIVITIES: | | | | |
| Repayment of long-term debt | \$ | (18,085) | \$ | - |
| Redemption of membership units | \$ | (100,000) | \$ | - |
| Member distributions | | (557,064) | | (868,592) |
| Net cash applied to financing activities | \$ | (675,149) | <u>\$</u> | (868,592) |
| NET INCREASE (DECREASE) IN CASH | \$ | 21,905 | \$ | (710,646) |
| CASH - BEGINNING | | 1,200,967 | | 1,911,613 |
| CASH - END | <u>\$</u> | 1,222,872 | <u>\$</u> | 1,200,967 |

STATEMENTS OF CASH FLOW YEARS ENDED DECEMBER 31, 2023 AND 2022

| | 2023 | 2022 | |
|---|---------------|----------|---|
| SUPPLEMENTAL DISCLOSURES OF CASH INFORMATION: Cash paid during the year: | | | |
| Interest | \$ 2,813 | \$ | - |
| SCHEDULE OF NONCASH ACTIVITIES: Member units redeemed through the issuance of notes payable | \$ 900,000 | \$ | _ |

NOTES TO FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2023 AND 2022

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) Business Activity

The Company is in the maintenance, service and construction of HVAC building systems and equipment business in Northeastern New York. As such, the Company grants credit to its customers, most of whom are located in this area.

On November 30, 2023, the Company redeemed the entire interest of two of its members.

b) Management's Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Due to the nature of the work required to be performed on many of the Company's performance obligations, the estimation of total revenue and cost at completion is complex, subject to many variables and requires significant judgment. As a significant change in one or more of these estimates could affect the profitability of the Company's contracts, the Company reviews and updates the Company's contract-related estimates regularly through a companywide disciplined project review process in which management reviews the progress and execution of the Company's performance obligations and the estimate at completion. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion and the related program schedule and the related changes in estimates of revenues and costs. Management must make assumptions and estimates regarding labor productivity and availability, the complexity of the work to be performed, the cost and availability of materials, the performance of subcontractors, and the availability and timing of funding from the customer, among other variables. Actual results could differ from those estimates. These differences may be material.

c) Concentration of Credit Risk

Financial instruments which potentially subject the Company to a concentration of credit risk principally consist of cash and accounts receivable. The Company maintains cash balances with major financial institutions which at times exceed the federally insured limit. In addition, the Company grants credit to its customers. The risk of loss with respect to contract receivable is the balance owed at the time of default as the Company does not generally require collateral.

d) Cash

For purposes of the statements of cash flow, the Company considers all highly liquid debt instruments purchased with a maturity of 3 months or less to be cash.

NOTES TO FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2023 AND 2022

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

e) Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus accounts receivable do not bear interest, although a finance charge may be applied to receivables that are past due. Accounts receivables are periodically evaluated for collectability based on past credit history with customers and their current financial condition. The Company charges off accounts receivable when it becomes apparent based upon age or customer circumstances that amounts will not be collected. An allowance for doubtful accounts has not been provided, as it is management's opinion that losses, if any, would not be material to the financial statements.

f) Inventory

Inventory is stated at the lower of cost (first in – first out) or net realizable value. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable cost of completion, disposal, and transportation.

g) Property and Equipment

Property and equipment are recorded at cost. Renewals and betterments of property are accounted for as additions to asset accounts. Repairs and maintenance charges are expensed as incurred. Depreciation is provided on the straight-line method for financial reporting and income tax purposes. Estimated useful lives are 5 to 15 years for autos, office furniture, equipment, and leasehold improvements.

h) Income Taxes

On November 30, 2023, the Company redeemed the entire interest of two of its three members. As a result, the partnership was terminated. Effective December 1, 2023, the Company has elected to be treated as a Subchapter "S" Corporation under the Internal Revenue Code and the New York State Corporation Tax Law. Under these elections, the income, generally, is taxed directly to the shareholder. In addition, New York State imposes a minimum tax which the Company incurs in order to do business in the state. Accounting standards prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. These standards also provide guidance on de-recognition of tax benefits, classification on the balance sheet, interest and penalties, accounting in interim periods, disclosure and transition. The Company has evaluated any uncertain tax positions and related income tax contingencies and determined uncertain positions, if any, are not material to the financial statements. Penalties and interest assessed by income taxing authorities are included in operating expenses, if incurred. The income tax returns of the Company are generally subject to examination by the Internal Revenue Service and state taxing authorities for three years after they were filed. The Company is no longer subject to examination for years prior to December 31, 2020.

NOTES TO FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2023 AND 2022

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

i) Pass-Through Entity Tax

The Tax Cuts and Job Act of 2017 limited an individual's state and local tax deduction to \$10,000, on their federal income tax return. In response, certain states have explored pass-through entity tax workarounds. In November 2020, the Internal Revenue Service provided guidance to allow a state deduction at the pass-through entity level. Each state's workaround is unique and creates complexities in the entity's accounting for the pass-through entity tax. New York State enacted the Pass-Through Entity Tax Act ("PTET") effective for tax years beginning on or after January 1, 2021. PTET allows pass-through entities to elect to pay the New York State tax due on the shareholders' allocation of taxable income of the Company.

The Company made the PTET election for years ended December 31, 2023 and 2022. Taxes paid and accrued related to PTET on behalf of its members and shareholder are reported as distributions and included in equity for the years ended December 31, 2023 and 2022.

j) Revenue Recognition

The Company enters into contracts with its clients that contain various types of pricing provisions, including fixed price and time-and materials. The Company recognizes revenues in accordance with ASU 2014-09, Revenue from Contracts with Customer, codified as ASC Topic 606 and the related amendments (collectively "ASC 606"). As such, the Company identifies a contract with a customer, identifies the performance obligations in the contract, determines the transaction price, allocates the transaction price to each performance obligation in the contract and recognizes revenues when (or as) the Company satisfies a performance obligation. The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. The consideration promised in a contract with a customer may include both fixed amounts and variable amounts (e.g., bonuses/incentives, penalties/liquidated damages, returns) to the extent that it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. We estimate the amount of variable consideration at the most likely amount to which we expect to be entitled. Our estimates of variable consideration are based on our assessment of legal enforceability, anticipated performance and any other information (historical, current or forecasted) that is reasonably available to us.

The Company provides quality of workmanship warranties to customers that are included in the sale and are not priced or sold separately or do not provide customers with a service in addition to assurance of compliance with agreed-upon specifications and industry standards. The Company does not consider these types of warranties to be separate performance obligations.

Company considers contract modifications to exist when the modification either creates new rights or obligations or changes the existing enforceable rights or obligations. The Company's contract modifications are for goods or services that are not distinct from existing contracts due to the significant integration provided in the context of the contract and are accounted for as if they were part of the original contract. The effect of a contract modification that is not distinct from the existing contract on the transaction price and the Company's measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis.

NOTES TO FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2023 AND 2022

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

k) Advertising

Advertising costs are expensed as incurred.

Sales Tax

States impose a sales tax on all of the Company's sales to non-exempt customers. The Company collects that sales tax and remits the entire amount to the State. Sales taxes collected and remitted to the State are excluded from revenue and cost of sales.

m) Reclassification

Certain amounts from the prior year have been reclassified to conform to the current year's presentation.

n) Subsequent Events

The Company has evaluated subsequent events through April 19, 2024, which is the date the financial statements were available to be issued. There are no material subsequent events which require recognition or disclosure.

o) Change in Accounting Principle

In June 2016, the FASB issued guidance (FASB ASC 326) which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the company that are subject to the guidance in FASB ASC 326 were contract and trade receivables.

The Company adopted the standard effective January 1, 2023. The impact of the adoption is not considered material to the financial statements and primarily resulted in new/enhanced disclosures only.

2) ACCOUNTS RECEIVABLE

Accounts receivable consist of the following:

| | December 31, | | | | December 31, | | |
|---|--------------------------------------|-----------|--------------------------------|-----------|---------------------------------|--|--|
| | 2023 | <u></u> | 2023 | | 2022 | | |
| Completed contracts Uncompleted contracts Trade | \$ 58,748 1,541,442 362,811 | \$ | 82,329 1,322,427 275,976 | \$ | 265,313 1,125,705 451,064 | | |
| ACCOUNTS RECEIVABLE | \$ 1,963,001 | <u>\$</u> | 1,680,732 | <u>\$</u> | 1,842,082 | | |

NOTES TO FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2023 AND 2022

3) CONTRACT ASSETS AND LIABILITIES

Contract assets include amounts due under retainage provisions and costs and estimated earnings in excess of billings on uncompleted contracts.

A summary of the Company's contract assets consists of the following as of:

| | | 2023 | | 2022 |
|---|-----------|-------------------|-----------|-------------------|
| Retainage receivable Costs and estimated earnings in excess of billings | \$ | 361,199 41,540 | \$ | 357,561 25,276 |
| CONTRACT ASSETS | <u>\$</u> | 402,739 | <u>\$</u> | 382,837 |

Retainage, included in contract assets, represents amounts withheld from billings to the Company's clients pursuant to provisions in the contracts and may not be paid to the Company until specific tasks are completed or the project is completed and, in some instances, for even longer periods.

Costs and estimated earnings in excess of billings on uncompleted contracts represent the excess of contract costs and profits over the amount of contract billings to date and are classified as a current asset.

Contract liabilities consist of amounts owed under retainage provisions and advance payments and billings in excess of revenue recognized and deferred revenue.

A summary of the Company's contract liabilities consists of the following as of:

| | | 2022 | | |
|--|-----------|-------------------------|-----------|-----------|
| Retainage payable Billings in excess of costs and estimated earnings | \$ | \$ (1,670) (861,099) | | (507,554) |
| CONTRACT LIABILITIES | <u>\$</u> | (862,769) | <u>\$</u> | (507,554) |

Retainage, included in contract liabilities, represents amounts invoiced to the Company by subcontractors where payments have been partially withheld pursuant to provisions in the contracts and may not be paid by the Company until specific tasks are completed or the project is completed, retainage has been collected from clients and, in some instances, for even longer periods.

Billings in excess of costs and estimated earnings represent the excess of contract billings to date over the amount of contract revenue recognized to date. The balance may fluctuate depending on the timing of contract billings and the recognition of contract revenue.

NOTES TO FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2023 AND 2022

4) PROPERTY AND EQUIPMENT

A schedule of property and equipment is as follows:

| | | 2023 | | 2022 |
|--|-------------|---------|-----------|---------|
| Leasehold improvements | \$ | 5,776 | \$ | 5,776 |
| Equipment | | 146,422 | | 146,422 |
| Autos and trucks | | 366,129 | | 323,451 |
| Office furniture, fixtures and equipment | | 40,577 | | 29,814 |
| Totals | \$ | 558,904 | \$ | 505,463 |
| Less accumulated depreciation | | 383,974 | | 335,619 |
| PROPERTY AND EQUIPMENT | <u>\$</u> | 174,930 | <u>\$</u> | 169,844 |

Depreciation expense was \$74,210 and \$67,742 for the years ended December 31, 2023 and 2022.

5) RELATED PARTY TRANSACTIONS

The Company purchased management and administrative services from an affiliate through November 30, 2023. Costs of these services included in operations were \$55,000 and \$60,000 for the years ended December 31, 2023 and 2022.

The Company rented its office and warehouse facilities from an affiliate under a month-to-month lease through November 30, 2023. Total rent paid to the affiliate was \$29,040 and \$31,680 for the years ended December 31, 2023 and 2022.

6) CONTRACT BACKLOG

A summary of the Company's contract backlog information is as follows:

| | | 2023 | | 2022 |
|---|-----------|-------------|-----------|--------------|
| Beginning balance | \$ | 3,689,272 | \$ | 3,992,362 |
| Additional contract revenue entered into during the year: | | | | |
| Contract adjustments and change orders | | 786,500 | | 6,656,118 |
| New contracts | | 10,842,836 | | 4,312,928 |
| Totals | \$ | 15,318,608 | \$ | 14,961,408 |
| Contract revenue earned during year | | (7,367,395) | | (11,272,136) |
| ENDING BALANCE | <u>\$</u> | 7,951,213 | <u>\$</u> | 3,689,272 |

The Company entered into additional contract revenue from January 1, 2024, thru April 19, 2024 of \$2,934,139.

NOTES TO FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2023 AND 2022

7) LONG-TERM DEBT

| Long-term debt consists of the following: | | | | |
|--|-----------|---------|------|-----|
| | | 2023 | 2022 | |
| Note payable to a former member in 24 monthly interest only installments at 7.5% until November 2025. Followed by 24 monthly installments of \$19,491, including interest at | | | | |
| 3.75%; matures November 2027. (a) | \$ | 450,000 | \$ | - |
| Note payable to a former member in 24 monthly installments of principle only, no interest; matures November 2025. (a) | | 431,915 | | |
| Totals | \$ | 881,915 | \$ | - |
| Less: current maturities | | 221,478 | | ••• |
| LONG-TERM DEBT | <u>\$</u> | 660,437 | \$ | - |

(a) Secured by the assets of the Company.

Maturities of long-term debt as of December 31, 2023, are as follows:

| TOTAL | <u>\$</u> | 881,915 |
|-------|-----------|---------|
| 2027 | | 210,437 |
| 2026 | | 221,478 |
| 2025 | | 228,522 |
| 2024 | \$ | 221,478 |

Interest expense on long-term debt was \$2,813 and \$430 for the years ended December 31, 2023 and 2022.

8) COMMITMENTS AND CONTINGENCIES

The Company had a \$150,000 working capital line of credit that expired September 16, 2023 and was not renewed. Advances on this credit line were payable on demand and bear interest equal to the Adjusted Daily SOFR Index (4.3% at December 31, 2022) plus .10 percentage points, plus 3% marginal rate. The line was guaranteed by SRI Fire Sprinkler, LLC.

9) ADVERTISING

Advertising expense was \$2,093 and \$4,085 for the years ended December 31, 2023 and 2022.

NOTES TO FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2023 AND 2022

10) EMPLOYEES' PENSION, PROFIT SHARING AND RETIREMENT FUNDS

The Company contributes to a multi-employer defined benefit plan under the terms of a collective-bargaining agreement that covers its union-represented employees. The risks of participating in these multi-employer plans are different from single-employer plans in the following aspects:

- a) Assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers.
- b) If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
- c) If the Company chooses to stop participating in some of its multi-employer plans, the Company may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

The Company's participation in the plan for the annual periods ended December 31, 2022 and 2021 is outlined in the table below. Unless otherwise noted, the most recent Pension Protection Act (PPA) zone status available in 2022 and 2021 is for the plan's year-end at May 31, 2022 and May 31, 2021 respectively. The zone status is based on information that the Company received from the plans and is certified by the plans' actuaries as one of the five categories based on, among other factors, the funded status of the plan. Plan zone categories are as follows:

- (D) Critical and Declining Status (Deep Red Zone) (1) the plan is in critical status and (2) the plan actuary projects the plan will become insolvent within the current year or within either the next 14 years or the next 19 years, as specified in law.
- (C) Critical Status (Red Zone) the plan is generally less than 65 percent funded.
- (S) Seriously Endangered Status (Orange Zone) (1) the plan is in endangered status and (2) the plan has a funding deficiency in the current year or is projected to have one in the next six years.
- (E) Endangered Status (Yellow Zone) the plan is generally less than 80 percent funded.
- (N) Not Endangered or Critical Status (Green Zone) the plan is at least 80 percent funded.

The "FIP/RP Status Pending/Implemented" row indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented.

| Employer Identification Number | 9 | 1-2055384 |
|--|----|-----------|
| Pension Protection Act zone status: | | |
| 2022 | | N-Green |
| 2021 | | N-Green |
| FIP/RP Status pending / implemented | | Yes |
| Contributions by the Company: | | |
| 2023 | \$ | 1,014,364 |
| 2022 | | 920,206 |
| 2021 | | 516,881 |
| Surcharge imposed | | No |
| Expiration date of collective bargaining agreement | 4 | 4/30/2023 |

NOTES TO FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2023 AND 2022

EMPLOYEES' PENSION, PROFIT SHARING AND RETIREMENT FUNDS PLANS (Cont.)

There have been no significant changes that affect the comparability of the contributions for the years ended December 31, 2023 and 2022.

The Company has an Internal Revenue Service approved contributory profit-sharing plan covering substantially all of its nonunion employees. Contributions to the profit-sharing plan are at the discretion of the Board of Directors. The Company also contributes 4% of compensation to a 401(k) plan subject to Internal Revenue Service limitations. Total combined contributions to the plans were \$24,995 and \$39,795 for the years ended December 31, 2023 and 2022.

11) PAYCHECK PROTECTION PROGRAM LOANS

In April 2020, the Company received a federally guaranteed loan in the amount of \$765,715, under the Paycheck Protection Program (PPP) established pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). In March 2021, the Company received a Paycheck Protection Program Second Draw Loan (PPP2) of \$765,715 under the Consolidated Appropriation Act, 2021. The Company used the funds in compliance with federal regulations, applied for forgiveness and both loans have been forgiven. Loan forgiveness income is reflected in other income (expense) for the year ended December 31, 2022, in the accompanying statement of income and members' equity.

12) OPERATING LEASES

In accordance with ACS 842, Leases, the Company's leases with terms longer than twelve months are recorded on the balance sheet. The Company leases a facility under a non-cancellable operating lease with a term of three years. The lease liability is discounted to the present value of the lease payments using the applicable risk-free rate.

Future lease commitments as of December 31, 2023 are as follows:

| | Real Estate | | |
|---------------------------------------|-------------|--|--|
| 2024 | \$ 36,060 | | |
| 2025 | 36,781 | | |
| 2026 | 34,331 | | |
| Totals | \$ 107,172 | | |
| Discount to present value | (6,687) | | |
| NET LEASE LIABILITY | \$ 100,485 | | |
| Weighted average remaining lease term | 2.5 years | | |
| Weighted average discount rate | 4.31% | | |

Annual real estate lease expense totaled \$31,740 and \$29,040 for the years ended December 31, 2023 and 2022.

INVOICE

| F.W. Webb Company

| EM55851

| | Customer P.O. Number

| 17 Erie Boulevard | Albany, NY 12204-2589 | Inv.Date Inv/Order# | 01/24/25 89264423

Sold to:

ECKERT MECHANICAL , LLC

Ship to:

SAME

17 Erie Boulevard

1062 CENTRAL AVE ALBANY NY 12205-3549

ALBANY, NY 12204-2589

Writer Ship via Dt Shipped NARD SSV 01/24/25

Page# 1 of 1

| 1 | | | | | |
|--------|-------|-------|---|------------|-----------|
| Ord | Shp | B/O | Description | Net Price | Extension |
| 1 | I | _ | _ CPLG 1-1/4x1" LF BRS | 21.850 | 21.85 |
| 1 | i | i | BRA114X1COLF (422318) | 1, | 6 20 |
| 1 | 1 | 0 | BU HEX HD 1x3/4" LF BRS BRA1X34BULF (422365) | 6.200 | 6.20 |

(66649)

| Date Ordere | d | Ta 0 | x .00 | _ | Handling | Subtotal 28.05 | Total 28.05 |
|-------------|---------------------------------|-----------|------------|---------------------|------------------|--------------------|------------------|
| | 160 MIDDLESEX BEDFORD, MA 01 | | , | Payment 2% 10TH, | Terms: NET 30 | | |



Construction Information Systems, Inc. 609 Route 146A Clifton Park, NY 12065

Phone 518-373-9005

BILL Eckert Mechanical Services

TO:

49 Sicker Road Latham, NY 12110 INVOICE #:

12212

INVOICE DATE:

01/29/2025

DUE DATE:

02/28/2025

CUSTOMER ID:

1425

Note:

| ITEM# | ITEM | DESCRIPTION | AMOUNT |
|-------|-----------------|---|----------|
| 1 | Consulting | On 12/30/2024 - Positive Pay Template created for Pioneer Bank; updated new | \$600.00 |
| | with Paul Unter | address on PO forms and misc followups. | |
| L | | Subtotal | \$600.00 |
| | | Sales Tax | \$0.00 |
| | | Total | \$600.00 |

Invoice Date: 01/29/2025 Terms: Net 30 Due Date: 02/28/2025 Customer ID: 1425