

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

MJ's Contracting Services, Inc.
379 N. Stafford Avenue, Suite 3
Waterville, NY 13480

SURETY:

(Name, legal status and principal place of business)

Endurance Assurance Corporation
12890 Lebanon Road
Mount Juliet, TN 37122-2870

OWNER:

(Name, legal status and address)

Albany County Division of Purchase
112 State Street
Albany, NY 12207

BOND AMOUNT: ~~X~~ Five Percent of the Amount Bid (5%)

PROJECT:

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

Bid # 2025-112 - Shaker Tower Floors 2-4 Removal Project

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

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

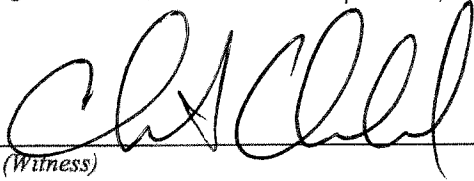
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

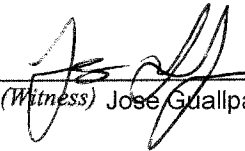
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this ^{18th} day of September, 2025


(Witness)


(Witness) Jose Gualpa, As to Surety

MJ's Contracting Services, Inc.

(Contractor as Principal)

(Seal)

(Title)

Endurance Assurance Corporation

(Surety)

(Seal)

(Title)

Cheryl R. Coleman, Attorney-in-Fact

Init.

CORPORATE ACKNOWLEDGMENT

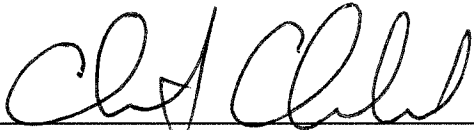
State of NY

County of Oneida

On this 18th day of September, 2025

before me personally came Jeremy Buell to me known, who
being by me duly sworn, did depose and say that he/she is the
President of MJ's Contracting Services, Inc. the corporation
described in and which executed the above instrument; that he/she 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/she signed his/her name thereto by like order.

My commission expires 2/5/28


Notary Public

Christopher Cleveland
Notary Public, State of New York
Reg. No. 01CL0020773
Qualified in Oneida County
Commission Expires 2/5 2028

SURETY ACKNOWLEDGMENT

State of **New Jersey**

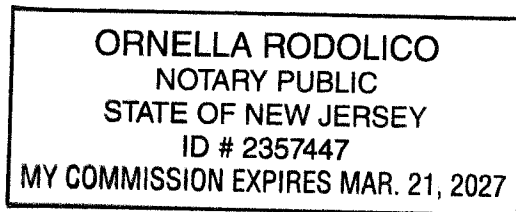
County of **Morris**

On this 18th day of September, 2025

Before me personally came Cheryl R. Coleman to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of Endurance Assurance Corporation the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires

Ornella Rodolico 3-21-2027





SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

14997

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each, a "Company" and collectively, "Sompo International,"** do hereby constitute and appoint: **Cheryl R. Coleman, Dana Montagna, Kipp Case, Michael Sinzer, Sandra A. Pace**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

Richard M Appel

Richard M Appel

Richard M Appel

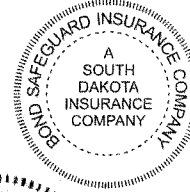
Richard M Appel

By:
Richard Appel; SVP & Senior Counsel

By:
Richard Appel; SVP & Senior Counsel

By:
Richard Appel; SVP & Senior Counsel

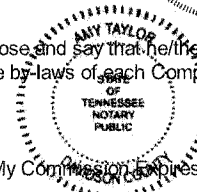
By:
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO, and be it further
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this

18th

day of

September

, 20

25

By: *Daniel S. Lute*, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website — <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ENDURANCE ASSURANCE CORPORATION
Balance Sheet - Statutory - Basis
December 31, 2024

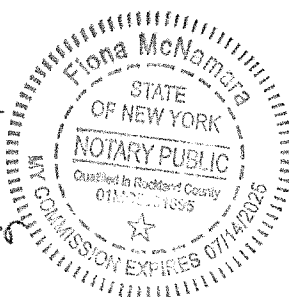
Assets:	
Bonds	\$ 9,575,738,600
Preferred stocks	15,965,244
Common stocks	2,974,058,744
Cash, cash equivalents, and short-term investments	380,926,489
Other invested assets	382,161,094
Receivables for securities	7,743,789
Total cash and invested assets	<u>13,336,593,960</u>
Agents' balances or uncollected premiums	3,751,103,321
Reinsurance recoverable on loss and loss adjustment expense payments	1,079,426,776
Funds held by or deposited with reinsured companies	146,694,256
Investment income due and accrued	75,551,122
Current federal and foreign income tax recoverable and interest thereon	9,551,514
Net deferred tax asset	201,158,214
Receivables from parent, subsidiaries and affiliates	38,811,391
Other assets	396,387,073
Total admitted assets	<u>\$ 19,035,277,627</u>
Liabilities:	
Loss and loss adjustment expenses	\$ 7,434,113,469
Reinsurance payable on paid loss and loss adjustment expenses	797,536,780
Commissions payable, contingent commissions and other similar charges	7,067,852
Other expenses	26,564,195
Taxes, licenses and fees (excluding federal and foreign income taxes)	18,927,896
Unearned premiums	2,959,915,954
Advanced premium	9,091,368
Dividends declared and unpaid (stockholders)	430,000,000
Ceded reinsurance premiums payable	1,659,311,317
Funds held by company under reinsurance treaties	155,788,157
Amounts withheld or retained by company for account of others	702,732,322
Remittances and items not allocated	186,045,368
Provision for reinsurance	26,000,766
Payable to parent, subsidiaries and affiliates	234,928,735
Payable for securities	48,893,701
Other liabilities	57,059,433
Total liabilities	<u>14,753,977,313</u>
Capital and surplus:	
Common capital stock	5,000,000
Gross paid in and contributed surplus	3,480,137,280
Unassigned funds (surplus)	794,870,512
Aggregate write-ins for special surplus funds	1,292,522
Total capital and surplus	<u>4,281,300,314</u>
Total liabilities and capital and surplus	<u>\$ 19,035,277,627</u>

I, Hana Entela, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2024 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York.

Hana Entela

Subscribed and sworn to before me this 25th day of March, 2025
State of New York, County of Westchester
Fiona McNamara



**STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES**

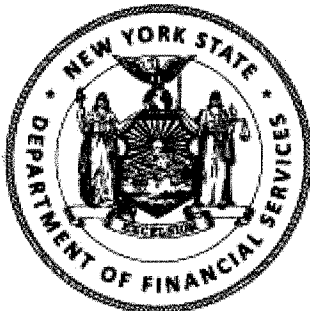
**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE
LAW**

It is hereby certified that

Endurance Assurance Corporation
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 \$4,281,300,314. (Capital \$5,000,000), 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

A black and white photograph of a handwritten signature, likely of Rawle Lewis, written in dark ink on a light background.

Rawle Lewis
Special Deputy Superintendent

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

MJ's Contracting Services, Inc.

379 North Stafford Ave Suite 3

Waterville, New York 13480

Phone Number: 3152024006

Registration Number: 24-635RS-CR

Date of Issue: 2024-12-03

Expiration Date: 2026-12-29

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

Roberta Reardon

Commissioner

New York State Department of
Labor





LABORERS
LOCAL
UNION
190

LiUNA!

To Whom It May Concern:

Please be advised that MJ's Contracting Services, Inc. is signatory with Laborers' Local Union 190. As such, they are enrolled in our Apprenticeship program. Our Apprenticeship program is a 4 year program, requiring 4000 hours of work, as well as classroom training, to graduate.

Thank you.

Sincerely,

Anthony Fresina
Business Manager/Secretary Treasurer

LABORERS LOCAL
UNION 190

668 WEMPLE ROAD

GLENMONT, NY 12077

PHONE: (518) 465-1254

FAX: (518) 465-1257



Feel the Power

COUNTY OF ALBANY

BID FORM - GC

BID IDENTIFICATION:

Title: **Shaker Tower Floors 2-4 Removal**
Bid Number: **2025-112**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
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	Number
9/5/25	1
9/16/25	2
9/16/25	3

(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 this Bid shall be addressed to:

MJ's Contracting Services Inc.
7722 US Rte 20
Waterville NY 13480
Phone: 315-262-4006

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

COUNTY OF ALBANY

BID FORM - GC

BID IDENTIFICATION:

Title: Shaker Tower Floors 2-4 Removal
Bid Number: 2025-112

Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals and other associated costs.
2. Base Bid work shall carry a 15% 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.

LUMP SUM BASE BID:

\$ 954,750.⁰⁰ (a)

15 % CONTINGENCY ALLOWANCE:

\$ 143,212.⁵⁰ (b)

TOTAL BID:

(Base Bid + 15% Contingency Allowance)

\$ 1,097,962.⁵⁰

COMPANY: MJ's Contracting Services Inc.
ADDRESS: 7722 US Rte 20
CITY, STATE, ZIP: Waterville NY 13480
TEL. NO.: 315-202-4006
FAX NO.: 315-202-4029
FEDERAL TAX ID NO.: 84-2617360

CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)

24-635123-CR

REPRESENTATIVE: Christopher Cleveland
E-MAIL: ccleveland@mjcsl.com
SIGNATURE AND TITLE -GM

DATE 9/18/25

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


Signature


Title

9/17/25
Date

MJ's Contracting Services Inc.
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ 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 _____

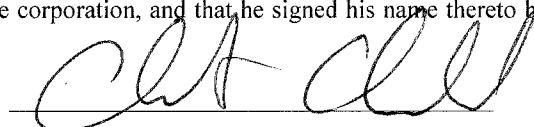
Commission Expires _____

If Corporation:

STATE OF NY)
COUNTY OF Oneida) SS.:

On this 17th day of September, 20025, before me personally appeared Jeremy Buell to me known, who, being by me sworn, did say that he resides at (give address) Waterville NY; that he is the (give title) President of the (name of corporation) MT's Contracting Services Inc., 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.

Christopher Cleveland
Notary Public, State of New York
Reg. No. 01CL0020773
Qualified in Oneida County
Commission Expires 2/5 2028


Notary Public, State of NY

Qualified in Oneida County

Commission Expires 2/5/28

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 _____ and that he / 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: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME MTJ's Contracting Services, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 84-2617360 b) DUNS # 044112714	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.mjcsi.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 7722 State Route 20 Waterville, NY 13480		7. TELEPHONE NUMBER (315) 202-4006	8. FAX NUMBER (315) 202-4029
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Christopher Cleveland Title GM Telephone Number (315) 202-4006 Fax Number e-mail ccleveland@mjcsi.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Jeremy Buell	TITLE owner	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 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. ☐ Yes ☒ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL 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? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No			
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 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; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. 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; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. 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 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
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 ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES ¹ HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>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.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES ¹ WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	☐ Yes	☒ 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 #

State of: NY)
County of: Oneida) ss:

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business M's Contracting Services, Inc.

Signature of Owner

Address 7722 US Rte 20

Printed Name of Signatory Jeremy Buell

City, State, Zip
Waterville NY 13480

Title President

Sworn before me this 17th day of Sept., 2025

Notary Public

Christopher Cleveland
Notary Public, State of New York
Reg. No. 01CL0020773
Qualified in Oneida County
Commission Expires 2/5 2028

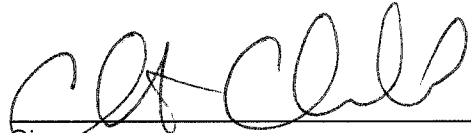
Printed Name

Signature

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:
1. 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.



Signature

GM

Title

9/17/25

Date

MJ's Contracting Services Inc.

Company Name

ATTACHMENT "E"

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

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: MS's Contracting Services Inc.

Address: 7722 US Rte 20
Waterville NY 13480

Phone Number(s): 315-202-4006

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Asbestos Abatement and demolition work
on floors 2-4

Description of where the work is to be performed within Albany County facilities:

Floors 2-4 of Shaker Tower



Signature

Christopher Cleveland

Printed Name

GM

Title

9/17/25

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. How many years has your firm been in business? 6 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. NYS Academy of Fire Science - Montour Falls, NY

Toby Beers : Frey + Campbell - Hammondsport, NY (607) 205-2927

2. Ithaca City School District Phase 3B1 - Ithaca, NY

Travis Randall - Campus Construction Management Group, Inc.

(585) 545-6567

3. Potsdam CSD 2021 Capital Improvements BP1

Drew Turck : Watchdog Building Partners (585) 760-7855

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.

DASNY # 3672009999 NYS OMH CNY Psychiatric Center - Marcy, NY

\$201,500.⁰⁰

Sherburne - Earlville C.S.D 2022 Capital Improvements PIII

\$187,250.⁰⁰

SUNY Morrisville E.O.C Project

\$108,900.⁰⁰

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No.

5. 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.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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.

NO.

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.

M + T BANK : Steve Long (315) 797-9220

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

See Attached

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

MJ's Contracting Services Inc.
Correct Name of Bidder

(a) The business is a: MJ's Contracting Services, Inc. - corporation

(b) The address of principal place of business is: _____

7722 State Route 20, Waterville, NY 13480

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Jeremy Buell - President

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes ☒ No ☐.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

MS's Contracting Services Inc
Firm

Dated: 9/17/25

By Chris Cleveland

Christopher Cleveland
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

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: MJ's Contracting Services Inc.

By: 
(Signature)

Christopher Cleveland
(Typed)

Title: GM

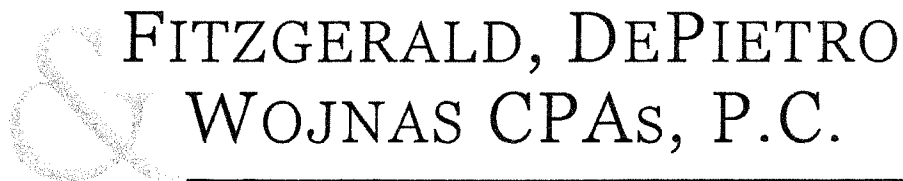
Date: 9/17/25

MJ'S CONTRACTING SERVICES, INC.
(AN "S" CORPORATION)

WATERVILLE, NEW YORK

FINANCIAL STATEMENTS

NOVEMBER 30, 2024



CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

March 31, 2025

To the Shareholder
MJ's Contracting Services, Inc.
Waterville, NY

We have reviewed the accompanying financial statements of MJ's Contracting Services, Inc. (an S Corporation), which comprise the balance sheets as of November 30, 2024, and 2023, and the related statements of income, retained earnings and cash flows 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

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.

Accountant's Responsibility

Our responsibility is to conduct the review engagements 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 MJ's Contracting Services, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

Accountant's Conclusion

Based on our reviews, 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.

The supplemental information included on Pages 16-18 is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have not audited or reviewed such information and, accordingly, we do not express an opinion, a conclusion, or provide any assurance on it.

Report on 2023 Financial Statements

The financial statements of MJ's Contracting Services, Inc. for the year ended November 30, 2023 were reviewed by other accountants whose report dated February 14, 2024 stated that, based on their review, they are not aware of any material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Fitzgerald, DePietro & Wojnas CPAs PC

FITZGERALD, DEPIETRO & WOJNAS, CPAs, P.C.

MJ'S CONTRACTING SERVICES, INC.

WATERTOWN, NY

BALANCE SHEETSNOVEMBER 30,

	<u>ASSETS</u>	
	<u>2024</u>	<u>2023</u>
Current Assets:		
Cash and Cash Equivalents	\$ 164,080	\$ 91,239
Contracts Receivable	280,200	474,390
Unbilled Revenue and Uncompleted Contracts	174,162	127,483
Total Current Assets	<u>618,442</u>	<u>693,112</u>
Property and Equipment:		
Auto and Trucks	290,262	234,337
Leasehold Improvements	28,900	28,900
Machinery and Equipment	479,802	428,473
Office Equipment	9,224	9,224
	<u>808,188</u>	<u>700,934</u>
Less: Accumulated Depreciation	(409,490)	(242,363)
Property and Equipment - Net	<u>398,698</u>	<u>458,571</u>
 TOTAL ASSETS	 <u>\$ 1,017,140</u>	 <u>\$ 1,151,683</u>

LIABILITIES AND STOCKHOLDER'S EQUITY

Current Liabilities:		
Current Portion of Long-Term Debt	\$ 48,356	\$ 52,492
Lines of Credit	-	296,305
Accounts Payable and Accrued Expenses	62,974	40,721
Total Current Liabilities	<u>111,330</u>	<u>389,518</u>
Long-Term Debt	<u>89,309</u>	<u>171,728</u>
Total Liabilities	<u>200,639</u>	<u>561,246</u>
Stockholder's Equity:		
Common Stock, No Par Value, 200 Shares		
Authorized; 100 Shares Issued and Outstanding	6,000	6,000
Additional Paid in Capital	125,000	125,000
Retained Earnings	685,501	459,437
Total Stockholder's Equity	<u>816,501</u>	<u>590,437</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>\$ 1,017,140</u>	 <u>\$ 1,151,683</u>

The Above is Subject to the Accompanying Accountant's Report
See Accompanying Notes to Financial Statements

STATEMENTS OF INCOMEFOR THE YEAR ENDED NOVEMBER 30,

	<u>2024</u>	<u>2023</u>
Revenues	<u>\$ 3,628,933</u>	<u>\$ 4,093,431</u>
Cost of Revenues:		
Labor - Wages	595,781	1,059,264
Labor - Payroll Taxes	62,898	122,135
Labor - Employee Benefits	36,230	236,436
Auto Expense	12,064	78,429
Equipment Rentals	33,616	33,728
Insurance and Bonds	727,073	490,093
Licenses and Permits	2,169	46,171
Materials and Supplies	324,356	241,930
Professional Fees	-	59,323
Small Tools & Equipment	32,642	-
Subcontractors	289,741	377,294
Travel	33,146	22,607
Union Expenses	212,662	259,455
Waste Disposal	102,465	17,867
Other Miscellaneous Job Costs	116,082	91,882
Total Cost of Revenues	<u>2,580,925</u>	<u>3,136,614</u>
Gross Profit	<u>1,048,008</u>	<u>956,817</u>
General and Administrative Expenses:		
Wages - Officer	100,700	98,800
Wages - Administration	205,626	270,183
Wages - Payroll Taxes	32,402	42,544
Advertising	2,282	2,187
Bank Service Charges	2,195	1,158
Depreciation	167,127	128,376
Donations	4,646	275
Office Expenses	68,148	49,788
Professional Fees	20,891	20,606
Rent Expense	23,200	22,400
Repairs & Maintenance	46,870	-
Telephone	2,000	2,926
Utilities	3,542	7,106
Total General and Administrative Expenses	<u>679,629</u>	<u>646,349</u>
Income from Operations	<u>368,379</u>	<u>310,468</u>
Other Income and (Expenses):		
Other Income	13,228	-
Interest Expense	(9,791)	(24,393)
New York State PTET and Franchise Taxes	(10,960)	(2,000)
Total Other Income and (Expenses)	<u>(7,523)</u>	<u>(26,393)</u>
NET INCOME	<u>\$ 360,856</u>	<u>\$ 284,075</u>

The Above is Subject to the Accompanying Accountant's Report
See Accompanying Notes to Financial Statements

MJ'S CONTRACTING SERVICES, INC.

WATERVILLE, NY

STATEMENTS OF RETAINED EARNINGS

FOR THE YEAR ENDED NOVEMBER 30,

	<u>2024</u>	<u>2023</u>
Retained Earnings - Beginning	\$ 459,437	\$ 257,301
Net Income	360,856	284,075
Less: Stockholder's Distributions	<u>(134,792)</u>	<u>(81,939)</u>
Retained Earnings - Ending	<u>\$ 685,501</u>	<u>\$ 459,437</u>

The Above is Subject to the Accompanying Accountant's Report
See Accompanying Notes to Financial Statements

STATEMENTS OF CASH FLOWSFOR THE YEAR ENDED NOVEMBER 30,

	<u>2024</u>	<u>2023</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income	\$ 360,856	\$ 284,075
Adjustments to Reconcile Net Income to		
Net Cash Provided By Operating Activities:		
Depreciation	167,127	128,376
(Increase) Decrease in:		
Contracts Receivable	194,190	(37,944)
Unbilled Revenue and Uncompleted Contracts	(46,679)	52,564
Increase (Decrease) in:		
Accounts Payable and Accrued Expenses	22,253	(299,709)
NET CASH PROVIDED BY OPERATING ACTIVITIES:	<u>697,747</u>	<u>127,362</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of Property and Equipment	(107,254)	(162,004)
NET CASH USED BY OPERATING ACTIVITIES:	<u>(107,254)</u>	<u>(162,004)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Officer Loans Advances and (Repayments) - Net	-	(6,415)
Lines of Credit Advances and (Repayments) - Net	(296,305)	(90,675)
Loan Proceeds and (Repayments) - Net	(86,555)	227,250
Stockholder's Distributions	(134,792)	(81,939)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>(517,652)</u>	<u>48,221</u>
NET DECREASE IN CASH	72,841	13,579
Cash Balance - Beginning	<u>91,239</u>	<u>77,660</u>
Cash Balance - Ending	<u>\$ 164,080</u>	<u>\$ 91,239</u>
Supplemental Disclosure of Cash Flow Information:		
Interest Paid During the Year	<u>\$ 9,791</u>	<u>\$ 24,393</u>
Taxes Paid During the Year	<u>\$ 10,960</u>	<u>\$ 2,000</u>

The Above is Subject to the Accompanying Accountant's Report
See Accompanying Notes to Financial Statements

NOTES TO FINANCIAL STATEMENTSNOVEMBER 30, 2024Note 1 – Summary of Significant Accounting Policies:

(A) Nature of Operations:

MJ's Contracting Services, Inc. (Company), was incorporated in New York on July 11, 2019. The Company's primary business activity is general contracting and its market is primarily in New York State and has contracts with general contractors and governmental agencies.

(B) Recently Adopted Accounting Pronouncements:

Effective January 1, 2023, the Company adopted Accounting Standards Update (ASU) No. 2016-13, which requires expected credit losses to be recognized over the life of the credit instrument using the Current Expected Credit Loss (CECL) model. Under previous guidance, credit losses were recognized when it became probable that such losses had occurred. Under ASU 2016-13, credit losses are measured and recognized from the time the credit instrument is recorded.

For ASU 2016-13, the Company elected to use the modified retrospective approach, under which financial assets held on December 1, 2023 and thereafter are measured using CECL, while prior period amounts continue to be measured in accordance with previously applicable accounting standards. Adoption of this standard had no material effect on the financial statements for any year presented.

(C) Accounts Receivable and Bad Debts:

The balance of accounts receivable as of December 1, 2022 was \$436,446.

(D) Credit Losses:

The Company estimates credit losses using historical experience, current financial conditions, and data-driven forecasts of conditions affecting the collectability of reported amounts. Each year, the Company evaluates whether adjustments to these estimates are necessary as additional relevant information becomes available.

The Company's accounts receivable are due from sales to customers and have historically all been collected. Management does not believe any conditions exist which will adversely affect future collectability of these receivables. As a result, the Company believes that there is no significant credit risk associated with these accounts. The estimated credit loss was zero for all years presented.

(E) Income Taxes:

Effective at December 1, 2021 the Company elected to be taxed as an "S" Corporation. Under such election the Company's taxable income or loss passes through and is taxed to the individual stockholder.

The Company is required to pay a franchise tax to New York State (NYS) which is based on the Company's annual receipts, which the current year's liability is \$1,000. The Company has also elected into Pass Through Entity Tax program (PTET), in which the company pays the NYS income taxes that would normally be assessed to the shareholder based on the Company's New York State adjusted income (NYSAI). The tax based on the Company's NYSAI becomes a credit that is passed through to the shareholder and the net of the PTET estimates and the liability, or refund paid or received in the current year is claimed as a federal deduction or income source. Both PTET and the NYS franchise tax are listed as a component of other income.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)NOVEMBER 30, 2024Note 1 – Summary of Significant Accounting Policies (Continued):

(E) Income Taxes (Continued):

For tax purposes, the Company does not recognize profit on unbilled work on jobs in process or on "customer held retainage" (amounts retained by customers pending final contract approval) on completed jobs. The Company also uses different depreciation methods for tax purposes. As an "S" Corporation no deferred tax asset or liability is recorded for these timing differences.

The Company's income tax filings are subject to audit by various taxing authorities. The Company's open audit periods are the years after December 1, 2021.

(F) Property and Equipment:

Property and equipment are carried at cost less accumulated depreciation. Maintenance and repairs are charged to operations when incurred. Renewals and betterments of a nature considered to materially extend the useful lives of the assets are capitalized. When assets are retired or otherwise disposed of, the assets and related allowances for depreciation and amortization are eliminated from the accounts and any resulting gain or loss is reflected in income.

Property and equipment is being depreciated by various methods over their estimated useful lives as follows:

	<u>Estimated Useful Lives</u>
Building Improvements	39 Years
Office Equipment	5 Years
Machinery and Equipment	5 – 7 Years
Vehicles	5 Years

Depreciation expense was approximately \$167,000 and \$128,000 in 2024 and 2023, respectively.

(G) Estimates:

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

The Company calculates revenue earned based on an industry standard formula of actual costs-to-date compared to total estimated job costs (percentage of completion), see Note 1(F). Due to uncertainties inherent in the estimation process, and the assumptions related to future performance, it is likely that estimated job costs, in total or on individual contracts, will be revised.

(H) Revenue Recognition:

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer and is the unit of account in ASC Topic 606. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)NOVEMBER 30, 2024Note 1 – Summary of Significant Accounting Policies (Continued):

(H) Revenue Recognition (Continued):

Performance Obligations (Continued)

For most of our contracts, the customer contracts with us to provide a significant service of integrating a complex set of tasks and components into a single project or capability (even if that single project results in the delivery of multiple units). Hence, the entire contract is accounted for as one performance obligation. A series of goods or services are a single performance obligation if the goods or services are substantially the same and each distinct good or service in the series will be satisfied over time and the same method would be used to measure progress towards satisfaction. Less commonly, however, the Company may promise to provide distinct goods or services within a contract, in which case the contract is separated into more than one performance obligation. If a contract is separated into more than one performance obligation, the Company allocates the total transaction price to each performance obligation in an amount based on the estimated relative standalone selling prices of the promised goods or services underlying each performance obligation. The primary method used to estimate standalone selling price is the expected cost plus a margin approach to estimate the standalone selling price of each performance obligation.

Transaction Price

The nature of the Company's contracts gives rise to several types of variable consideration, including unpriced change orders, claims, award and incentive fees. The Company includes in the contract estimated additional revenue for submitted contract modifications or claims against the customer when the Company believes it has an enforceable right to the modification or claim, the amount can be estimated reliably, and its realization is probable. In evaluating these criteria, the Company considers the contractual/legal basis for the claim, the cause of any additional costs incurred, the reasonableness of those costs, and the objective evidence available to support the claim.

Contract Estimates

Due to the nature of our performance obligations, the estimation of total revenue and cost at completion is subject to many variables and requires significant judgment. 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. As a significant change in one or more of these estimates could affect the profitability of contracts, the Company reviews and updates contract-related estimates regularly through a review process in which management reviews the progress and execution of performance obligations and the estimated cost at completion. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress toward completion and the related program schedule and the related changes in estimates of revenues and costs.

The Company recognizes adjustments in estimated revenue recognized on contracts under the cumulative catch-up method. Under this method, the impact of the adjustment on revenue recorded to date is recognized in the period the adjustment is identified. Revenue and profit in future periods of contract performance is recognized using the adjusted estimate. If any time the estimate of contract profitability indicates an anticipated loss on the contract, a provision for the entire loss is recognized in the period it is identified.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)NOVEMBER 30, 2024Note 1 – Summary of Significant Accounting Policies (Continued):

(H) Revenue Recognition (Continued):

Contract Modifications

Contracts are often modified to account for changes in contract specifications and requirements. We consider contract modifications to exist when the modification either creates new or changes the existing enforceable rights and obligations. Most of our contract modifications are for goods or services that are not distinct from the existing performance obligation(s). The effect of a contract modification on the transaction price, and our measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue (either as an increase or decrease) on a cumulative catchup basis.

Construction Contracts

The Company recognizes revenue on construction contracts over time as performance obligations are satisfied due to the continuous transfer of control to the customer. The customer typically controls the work in process, as evidenced either by contractual termination clauses or by our rights to payment for work performed to date plus a reasonable profit to deliver products or services that do not have an alternative use to the Company. The Company's construction contracts are generally accounted for as a single performance obligation since we are providing a significant service of integrating components into a single project. The Company recognizes revenue using a cost-based input method, by which we use actual costs incurred relative to total estimated contract costs to determine, as a percentage, progress toward contract completion. This percentage is applied to the transaction price to determine the cumulative revenue recognized. Costs incurred that do not contribute to satisfying performance obligations are excluded from the cost input calculation as these amounts are not reflective of transferring control to the customer. The Company believes the cost-based input method is the most faithful depiction of performance because it directly measures the value of the services transferred to the customer.

If, based on a lack of reliable information, progress cannot be reasonably measured, recognition of revenues (but not costs) is deferred until progress can be reliably measured. If, however, we expect that total costs will be recovered, we recognize revenues equal to costs incurred until we can reliably measure progress.

Revenues on uninstalled materials are recognized when control is transferred to the customer, to the extent of the costs incurred.

Revenues recognized from construction contracts, net of contract discounts and allowances (including cash discounts), are included in construction revenues earned, net.

Because the Company almost always acts as a principal in our contracts, we recognize revenues gross. The Company is considered the principal because we control the contractually specified goods and services before they are transferred to the customer.

The payment terms of our construction contracts from time to time require the customer to make advance payments as well as interim payments as work progresses. The advance payment generally is not considered a significant financial component as we expect to recognize those amounts in revenue within a year of receipt as work progresses on the related performance obligation.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)NOVEMBER 30, 2024Note 1 – Summary of Significant Accounting Policies (Continued):

(H) Revenue Recognition (Continued):

Cost and Expense Recognition

Contract costs include all direct labor, materials, subcontractor, and equipment costs, and those indirect costs related to contract performance, such as indirect labor, tools and supplies, repairs, and depreciation costs. Indirect costs are allocated to contracts based on direct labor and subcontractor costs.

For construction contracts, costs are generally recognized as incurred. Under certain circumstances, costs incurred in the period related to future activity on contracts may be capitalized.

Cost incurred that do not contribute to satisfying performance obligations are excluded from the cost input calculation for revenue recognition.

For construction contracts, when it is probable that the total contract costs will exceed total contract revenues, a provision for the estimated expected loss is recorded.

The Company recognizes the cost of goods sold at the time control is transferred to the customer.

(I) Advertising:

The Company expenses advertising costs as incurred. Advertising expense was approximately \$2,000 in 2024 and 2023, respectively.

(J) Cash and Cash Equivalents:

Cash and cash equivalents include cash on hand, cash in banks, and all highly liquid investments with a maturity of three months or less at the time of purchase.

(K) Comprehensive Income:

The Company has no items of comprehensive income and therefore does not have to separately report comprehensive income.

(L) Commitments & Contingencies:

Union Contracts

The Company has entered into various construction contracts with local governmental agencies which are subject to project labor agreements ("PLAs"). These PLAs stipulate union contract labor rates which provides for various hourly increases for union employees over the life of the contract, among other provision including benefit plans.

The risks of participating in a multiemployer benefit plan differ from those of single-employer benefit plan. Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers. If a participating employer stop contributing to the plan, then the unfunded obligation of the plan may be borne by the remaining participating employers. If a company

NOVEMBER 30, 2024

(L) Commitments & Contingencies (Continued):

chooses to stop participating in the plan, then it may be required to pay the plan an amount based on the underfunded status, referred to as a withdrawal liability.

Performance Bonds

(M) Subsequent Events:

The Company has evaluated subsequent events through February 14, 2025, the date on which the financial statements were available to be issued. There were no subsequent events that are required to be included or disclosed in the financial statements.

The Company has a \$300,000 line of credit on which interest is charged at prime plus 1.00%. The line is guaranteed by the Company's stockholder and is secured by the Company's assets. There was \$300,000 unused and available for each year presented.

The Company also has a \$150,000 line of credit on which interest is charged at the bank's corresponding cost of funds plus 375 BPS. Advances under this line shall be termed out for up to 5 years. The line is guaranteed by the Company's stockholder and is secured by the equipment or vehicle financed. There was \$150,000 unused and available at November 30, 2024.

The Company also incurs interest for short term financing of insurance, consumer financing and vehicle loans.

Note 3 - Long-Term Debt:

Long-Term Debt at November 30, consisted of:

	<u>2024</u>	<u>2023</u>
A note payable to a lending institution with monthly installments of principal and interest of \$875. The note is secured by a vehicle. Maturity date is February 2028 with interest at 5.49%.	\$ 30,444	\$ 39,638

NOTES TO FINANCIAL STATEMENTS (CONTINUED)NOVEMBER 30, 2024Note 3 - Long-Term Debt (Continued):

	<u>2024</u>	<u>2023</u>
A note payable to a lending institution with monthly installments of principal and interest of \$793. The note is secured by the equipment purchased. Maturity date is January 2027 with interest at 5.75%.	19,339	27,450
A note payable to a lending institution with monthly installments of principal and interest of 2,889. The note is secured by the equipment purchased. Maturity date is August 2027. Interest is currently at 5.75%.	87,882	116,494
A note payable to a lending institution with monthly installments of principal and interest of \$781. The note was paid off in 2024.	-	38,737
	137,665	222,319
Less: Current Portion	48,356	52,492
Total Long-Term Debt	<u>\$ 89,309</u>	<u>\$ 169,827</u>

Scheduled principal payments for the next five years ended November 30, are as follows:

2025	\$ 48,356
2026	50,908
2027	36,663
2028	1,738
	<u>\$ 137,665</u>

Note 4 - Concentration of Risk:

The Company operates in New York State. The Company's business volume is therefore related to the economy and the size and number of projects in its' market as well as competition within its' field. The Company extends credit to its' customers, all of whom operate in the Company's market.

A substantial portion of the Company's business is conducted with its five (5) largest customers. For 2024, revenue from these customers was approximately 71%. At November 30, 2024, accounts receivable from these customers was approximately \$12,000.

The Company maintains its cash balances in financial institutions in New York. The balances are only insured by the Federal Deposit Insurance Corporation up to \$250,000. From time to time throughout the year, the balances in the bank may exceed the FDIC limit.

Note 5 - Uncompleted Contracts:

Cost, estimated earnings and billings on uncompleted contracts at December 31 are summarized as follows:

NOTES TO FINANCIAL STATEMENTS (CONTINUED)NOVEMBER 30, 2024Note 5 – Uncompleted Contracts (Continued):

	<u>2024</u>	<u>2023</u>
Cost incurred on uncompleted contracts	\$1,746,326	\$3,067,766
Estimated earnings on those uncompleted contracts	<u>547,486</u>	<u>944,566</u>
Costs and estimated earnings earned on uncompleted contracts	2,293,812	4,012,332
Billings to date on those contracts	<u>2,119,650</u>	<u>3,884,849</u>
Costs and estimated earnings in excess of billings on uncompleted contracts	<u>\$ 174,162</u>	<u>\$ 127,483</u>

Note 6 – Legal Proceedings:

In the ordinary course of business, the Company engages legal counsel to defend it against actions whether asserted or anticipated as management judges necessary in the circumstances.

Management does not believe that any of those current actions are either not covered by insurance or would materially effect the operations or financial position of the Company.

Note 7 – Compensated Absences:

Compensated absences have not been accrued because in each year presented the amounts were not material.

Note 8 – Leases:

The Company has adopted FASB ASC Topic 842, *Leases* using the modified retrospective method as of September 15, 2021. Under this guidance the Company acknowledges the following lease arrangements:

Short-term leases are leases with an initial term less than one year that may be canceled by the Company without penalty. These leases are expensed as incurred and primarily relate to equipment used on construction projects. The Company may enter into short-term leases at periodic rental rates for an unspecified duration which typically have a termination for convenience provision.

Long-term leases are leases with an initial term greater than one year and either contain a purchase option that is reasonably certain to be exercised, or the total present value of lease payments substantially over the initial cost of the asset. In determining the present value of lease payments, the Company uses a risk-free rate of a period comparable with that of the lease term. The Company will classify long-term leases as either finance or operating leases. This classification will determine whether lease expense is recognized based on the straight-line method or the effective interest method over the term of the lease.

Management has evaluated all the leasing arrangements of the Company and determined there are no significant long-term leases as of the balance sheet date. The Company's leases have been classified as short-term and do not contain any material residual value, guarantees, or restrictive covenants, as of November 30, 2024.

SUPPLEMENTAL INFORMATION

MJ'S CONTRACTING SERVICES, INC.

WATERVILLE, NY

EARNINGS FROM CONTRACTS

FOR THE YEAR ENDED NOVEMBER 30, 2024

	Revenues <u>Earned in 2024</u>	Cost of Revenues <u>Earned in 2024</u>	Gross Profit <u>in 2024</u>
Contracts Completed During the Year	\$ 1,335,121	\$ 834,599	\$ 500,522
Contracts in Progress at Year End	<u>2,293,812</u>	<u>1,746,326</u>	<u>547,486</u>
Total Per Financial Statement	<u>\$ 3,628,933</u>	<u>\$ 2,580,925</u>	<u>\$ 1,048,008</u>

The Above is Subject to the Accompanying Accountant's Report
See Accompanying Notes to Financial Statements

OPEN CONTRACT SCHEDULEAS OF NOVEMBER 30, 2024

Contract Number	Total Contract	Total Costs To Date	Total Costs to Complete	Estimated Profit or (Loss)	Earned Revenue	Total Amt Billed To Date	Earnings in Excess of Billings
18	\$ 492,918	\$ 337,018	\$ 65,000	\$ 90,900	\$ 413,221	\$ 339,595	\$ 73,626
22	1,282,856	830,056	150,000	302,800	1,086,512	917,815	168,697
77	57,600	36,000	5,000	16,600	50,576	43,211	7,365
79	204,666	79,032	21,000	104,634	161,700	204,666	(42,966)
81	135,800	46,000	54,000	35,800	62,468	107,950	(45,482)
88	376,650	308,650	8,000	60,000	367,134	337,317	29,817
94	22,700	13,700	1,000	8,000	21,156	21,140	16
95	206,000	10,000	151,000	45,000	12,795	-	12,795
96	34,706	18,000	1,000	15,706	32,879	34,706	(1,827)
97	517,000	4,000	433,000	80,000	4,732	113,250	(108,518)
99	6,750	-	5,250	1,500	-	-	-
100	467,750	-	395,750	72,000	-	-	-
101	83,000	-	69,600	13,400	-	-	-
103	5,203	3,203	-	2,000	5,203	-	5,203
105	47,400	200	38,200	9,000	247	-	247
106	107,250	60,467	25,783	21,000	75,189	-	75,189
107	34,000	-	28,600	5,400	-	-	-
	<u>\$ 4,082,249</u>	<u>\$ 1,746,326</u>	<u>\$ 1,452,183</u>	<u>\$ 883,740</u>	<u>\$ 2,293,812</u>	<u>\$ 2,119,650</u>	<u>\$ 174,162</u>

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See Accompanying Notes to Financial Statements

MJ'S CONTRACTING SERVICES, INC.

WATERVILLE, NY

COMPLETED CONTRACT SCHEDULE

AS OF NOVEMBER 30, 2024

<u>Contract Number</u>	<u>Contract Revenue</u>	<u>Direct and Indirect Costs</u>	<u>Profit (Loss)</u>
20	\$ 1,189,743	\$ 135,520	\$ 1,054,223
82	375,030	163,535	211,495
57	289,290	99,665	189,625
38	270,709	71,240	199,469
69	139,686	80,251	59,435
53	110,028	12,207	97,821
98	54,300	40,829	13,471
76	53,200	14,163	39,037
83	51,884	14,322	37,562
<u>Contracts < \$50k</u>	<u>(1,198,749)</u>	<u>202,867</u>	<u>(1,401,616)</u>
TOTAL	<u>\$ 1,335,121</u>	<u>\$ 834,599</u>	<u>\$ 500,522</u>

The Above is Subject to the Accompanying Accountant's Report
See Accompanying Notes to Financial Statements