

~~SECRET~~

COUNTY OF ALBANY

MC - BID FORM

BID IDENTIFICATION:

Title: **Albany County Sheriff's Office Public Safety Building Renovations**
Bid Number: **2020-044-MC- Mechanical Construction**

THIS BID IS SUBMITTED TO:

Karen A. Storm, 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	8/07/2020	Number	1
	8/12/2020		2
	8/12/2020		3
	8/17/2020		4
	8/18/2020		5

(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:
- _____
- Russell Lincoln, President
- _____
- rlincoln@eckertmechanical.com
- _____
- Phone: 518-937-4282
- _____
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

MC - BID FORM

BID IDENTIFICATION:

Title: Albany County Sheriff's Office Public Safety Building Renovations
Bid Number: 2020-044-MC- Mechanical Construction

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.

LUMP SUM BASE BID:

\$ 358,068.00 (a)

10 % CONTINGENCY ALLOWANCE:

\$ 35,807.00 (b)

TOTAL BASE BID (a) + (b):
Base Bid + 10% Contingency Allowance)

\$ 393,068.00

ALTERNATE #1 (MC-01):
Reconstruct Toilet Rooms 16 and 18

\$ 19,729.00

ALTERNATE #2 (MC-02):
Room 40 HVAC

\$ 64,994.00

COMPANY: Eckert Mechanical, LLC

ADDRESS: 1062 Central Avenue

CITY, STATE, ZIP: Albany, NY 12205

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  , President

DATE 8/20/2020

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.

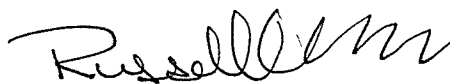
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

President

Title

8/20/2020

Date

Eckert Mechanical, LLC

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 _____

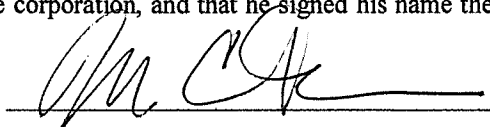
Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 20 day of August, 20020, before me personally appeared Russell Lincoln to me known, who, being by me sworn, did say that he resides at (give address) 1062 Central Ave. Albany, NY 12205; that he is the (give title) 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
Qualified in Albany County
Commission Expires October 24, 2021


Notary Public, State of New York

Qualified in Albany County

Commission Expires 10/24/2021

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 Eckert Mechanical, LLC		3. IDENTIFICATION NUMBERS a) FEIN # 27-1557163 b) DUNS # 788341451	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.eckertmechanical.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1062 Central Avenue Albany, NY 12205		7. TELEPHONE NUMBER (518) 459-4116	8. FAX NUMBER (518) 459-1208
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 Russell Lincoln Title President Telephone Number 518-937-4282 Fax Number 518-459-1208 e-mail rlincoln@eckertmechanical.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Russell Lincoln	TITLE President	b) NAME Sarah DeLuca	TITLE Treasurer
c) NAME Donald DeLuca Jr.	TITLE Special Trustee	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 individual's 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 Ratio, Debt Ratio, 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 AFFILIATES¹ : ☐ 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 # 27-1557163

State of: New York)
) ss:
County of: Albany)

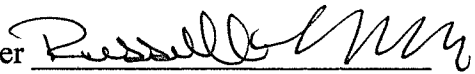
CERTIFICATION:

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 ad 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 Eckert Mechanical, LLC

Signature of Owner 

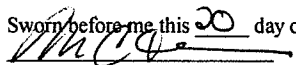
Address 1062 Central Avenue

Printed Name of Signatory Russell Lincoln

City, State, Zip Albany, NY 12205

Title President

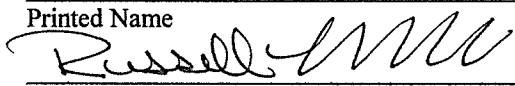
Sworn before me this 20 day of August, 2020;


Notary Public

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2021

Russell Lincoln, President

Printed Name



Signature

Date 8/20/2020

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

President

Title

8/20/2020

Date

Eckert Mechanical, LLC

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: N/A

Address: _____

Phone Number(s): _____

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):

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

MEAN & PLUMB



Signature

Russell Lincoln

Printed Name

President

Title

8/20/2020

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? 40 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. See Attachment A

2. See Attachment A

3. See Attachment A

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.

See Attachment B

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.

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.

Bradley Byer - USI Insurance Services

855 Route 146 Suite 235 Clifton Park, NY 12065

518-514-3622

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 Financial Statement

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.

Eckert Mechanical, LLC
Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 1062 Central Avenue

Albany, NY 12205

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

Russell Lincoln, President

Sarah DeLuca, Treasurer

Donald DeLuca, Jr., Special Trustee

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

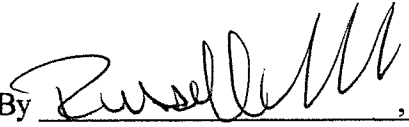
11. Is your firm qualified to do business in the State of New York? Yes X No ____.

If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Eckert Mechanical, LLC

Firm

Dated: 8/20/2020

By , President

Russell Lincoln, President

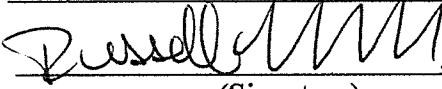
(Typed)

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: Eckert Mechanical, LLC

By:  , President
(Signature)

Russell Lincoln
(Typed)

Title: President

Date: 8/20/2020

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

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:

1.	Agency/Owner State University of New York Empire State College	Award Date 1/24/2019		Amount \$776,280.00	Date Completed 1/31/2020
	Contact Person Timothy Hughes	Telephone No. 518-469-2509	Designer Architect and /or Design Engineer IBC Engineering, P.C.		
	Contract No. 18212	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		
2.	Agency/Owner Watervliet Arsenal – Building 40 HVAC and Plumbing Renovations	Award Date 2/16/2018		Amount \$668,769.00	Date Completed 3/6/2020
	Contact Person Dean Heath	Telephone No. 315-782-4055	Designer Architect and /or Design Engineer Jade Stone Engineering		
	Contract No. 1029	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		
3.	Agency/Owner State University of New York – SUNY Albany Lecture Center Subbasement	Award Date 12/5/2017		Amount \$791,536.00	Date Completed 1/1/2019
	Contact Person Brian Douglass	Telephone No. 518-289-1371	Designer Architect and /or Design Engineer MH Professional Engineering, PLLC		
	Contract No. 17121-11	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		
4.	Agency/Owner GlaxoSmithKline LLC – PW84 Loop Replacement	Award Date 10/16/2019		Amount \$1,319,224.00	Date Completed 1/15/2020
	Contact Person Ramon Trinidad	Telephone No. 518-261-8930	Designer Architect and /or Design Engineer GSK		
	Contract No. PW84	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		
5.	Agency/Owner Stratton Air National Guard – Repair Building 18	Award Date 12/19/2018		Amount \$266,107.00	Date Completed 9/13/2019
	Contact Person Micah Henzel	Telephone No. 518-792-1128	Designer Architect and /or Design Engineer POND		
	Contract No. 18014-23A	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

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:

6.	Agency/Owner State University of New York – SUNY Albany Forensic Biology Renovations	Award Date 10/30/2018	Amount \$153,196.00	Date Completed 5/31/2019
	Contact Person Ben Boswell	Telephone No. 518-482-3400	Designer Architect and/or Design Engineer Envision Architects	
	Contract No. 18094-23A	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	
7.	Agency/Owner Capital District Transportation Authority (CDTA) – Renovations to Operations Department	Award Date 11/16/2018	Amount \$68,202.00	Date Completed 7/31/2019
	Contact Person Anthony Cerone	Telephone No. 518-918-9450	Designer Architect and/or Design Engineer Tetra Tech Architects & Engineers	
	Contract No. 68167-16002	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	
8.	Agency/Owner The New York Racing Association – Saratoga Racecourse; Rehabilitate Dorms 1, 8, 26, 30, 38, 41	Award Date 1/10/2019	Amount \$280,705.00	Date Completed 12/6/2019
	Contact Person Brian Conlin	Telephone No. 518-792-1128	Designer Architect and/or Design Engineer Frost Hurff Architects	
	Contract No. 18214-23A-00	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	
9.	Agency/Owner OGS Project No. 45635-H Ten Eyck Office Building; Rehabilitate Elevators	Award Date 4/24/2019	Amount \$149,214.00	Date Completed 10/18/2019
	Contact Person Donald Gailor	Telephone No. 518-486-9122	Designer Architect and/or Design Engineer Popli Design Group	
	Contract No. 45635-H	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	
10.	Agency/Owner Rensselaer Polytechnic Institute – West Hall HVAC Project	Award Date 6/23/2019	Amount \$256,400.00	Date Completed 2/14/2020
	Contact Person David Marois	Telephone No. 518-276-3886	Designer Architect and/or Design Engineer LaBella Associates	
	Contract No. 19-076	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

Question 3.1: List all current uncompleted construction contracts:

1.		Agency/Owner Town of Bethlehem – Clapper Road Water Treatment Plant Improvements		Award Date 2/26/2019	Completion Date 7/31/2020
Contact Person Chris Lepkowski	Telephone No. 518-233-0600	Designer Architect and/or Design Engineer Hazen and Sawyer			
Contract No. 1817-003	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
		Total Contract Amount \$1,531,146.00	Amount Sublet to others	Uncompleted Amount \$262,000.00	
2.		Agency/Owner Watervliet Arsenal – General Purpose Warehouse		Award Date 1/11/2019	Completion Date 7/17/2020
Contact Person Micah Henzel	Telephone No. 518-792-1128	Designer Architect and/or Design Engineer US Army Corps of Engineers			
Contract No. 18105-23A	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
		Total Contract Amount \$441,123.00	Amount Sublet to others	Uncompleted Amount \$206,989.00	
3.		Agency/Owner Albany County Airport Authority – Air Traffic Control Tower HVAC Improvements		Award Date 10/9/2019	Completion Date 6/12/2020
Contact Person Steve Iachetta	Telephone No. 518-242-2238	Designer Architect and/or Design Engineer Sage Engineering			
Contract No. 1013-M	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
		Total Contract Amount \$250,316.00	Amount Sublet to others	Uncompleted Amount \$4,500.00	
4.		Agency/Owner Watervliet Arsenal – Building #35 Correct All Remaining QWE Deficiencies		Award Date 11/6/2019	Completion Date 3/8/2021
Contact Person Micah Henzel	Telephone No. 518-792-1128	Designer Architect and/or Design Engineer Watervliet Arsenal, Public Works Division			
Contract No. 19108-23A	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
		Total Contract Amount \$385,000.00	Amount Sublet to others	Uncompleted Amount \$332,000.00	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

Question 3.1: List all current uncompleted construction contracts:

5.		Agency/Owner Watervliet Arsenal – Building 110 Repair Facilities Deficiencies		Award Date 11/25/2019	Completion Date 4/21/2021
Contact Person Micah Henzel	Telephone No. 518-792-1128	Designer Architect and/or Design Engineer US Army Corps of Engineers			
Contract No. 19107-23A	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$380,000.00	Amount Sublet to others	Uncompleted Amount \$345,000.00	
6.		Agency/Owner St. Peter's Hospital – Storm Water Piping		Award Date 12/12/2019	Completion Date 6/19/2020
Contact Person Michael Spencer	Telephone No. 518-266-9600	Designer Architect and/or Design Engineer Guth DeConzo Construction			
Contract No. 5510	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$199,236.00	Amount Sublet to others	Uncompleted Amount \$43,100.00	
7.		Agency/Owner Hoosick Falls Central School District – Boiler Replacement, Main Building		Award Date 2/13/2020	Completion Date 10/16/2020
Contact Person Jeff West	Telephone No. 518-272-2541	Designer Architect and/or Design Engineer Synthesis Architects, LLP			
Contract No. 49-05-01-06-0-001-015	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$484,463.00	Amount Sublet to others	Uncompleted Amount \$476,588.00	
8.		Agency/Owner BAB Enterprises, LLC & MDB Properties, LLC – 215 Washington Ave. Extension Tenant Fitout Albany Police Department		Award Date 3/3/2020	Completion Date 6/26/2020
Contact Person Mike Robyck	Telephone No. 518-361-3589	Designer Architect and/or Design Engineer Joseph M. Metzger			
Contract No. 1909	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$145,238.00	Amount Sublet to others	Uncompleted Amount \$30,900.00	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE**

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **Eckert Mechanical, LLC**NYS Vendor ID: **1100018009****Question 3.1: List all current uncompleted construction contracts:**

9.	Agency/Owner Department of Veteran's Affairs – Albany VAMC Renovate Sterile Processing Service			Award Date 8/22/2014	Completion Date 12/18/2020
	Contact Person David Sinicrope	Telephone No. 803-619-2233	Designer Architect and/or Design Engineer Sigma Psi Consulting		
	Contract No. 130006-S01	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount \$356,049.00	Amount Sublet to others	Uncompleted Amount \$54,000.00
10.	Agency/Owner City School District of Albany – Schuyler Achievement Academy 2019 Community Schools Grant			Award Date 4/1/2020	Completion Date 6/30/2020
	Contact Person James Van Vorst	Telephone No. 518-273-0234	Designer Architect and/or Design Engineer CSArch		
	Contract No. 19180-C	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount \$50,000.00	Amount Sublet to others	Uncompleted Amount \$50,000.00

Grand Total All Uncompleted Contracts	\$1,805,077.00
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ECKERT MECHANICAL, LLC

ALBANY, NEW YORK

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2019 AND 2018

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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, 2019 and 2018 and the related statements of income, members' 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

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.

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.

Lutz, Selig & Zeronda L.L.P.

Latham, New York
March 11, 2010

ECKERT MECHANICAL, LLC

BALANCE SHEETS
DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
<u>ASSETS</u>		
CURRENT ASSETS:		
Cash (Note 1)	\$ 368,232	\$ 256,012
Accounts receivables (Notes 1 and 2)	2,601,197	1,473,996
Inventory (Note 1)	3,500	2,476
Contract assets (Notes 1 and 3)	531,577	374,143
Other current assets	2,199	3,974
Due from member (Note 5)	2,477	5,412
Total current assets	\$ 3,509,182	\$ 2,116,013
DUE FROM MEMBER - LONG TERM (Note 5)	-	2,477
PROPERTY AND EQUIPMENT (Notes 1 and 4)	159,661	52,248
 TOTAL ASSETS	 <u>\$ 3,668,843</u>	 <u>\$ 2,170,738</u>
 <u>LIABILITIES AND MEMBERS' EQUITY</u>		
CURRENT LIABILITIES:		
Accounts payable	\$ 1,201,943	\$ 538,889
Contract liabilities (Notes 1 and 3)	881,608	508,448
Due to affiliated company (Note 6)	799,932	819,932
Accrued expenses and other current liabilities	107,030	77,750
Total current liabilities	\$ 2,990,513	\$ 1,945,019
 COMMITMENTS AND CONTINGENCIES (Notes 6 and 8)		
 MEMBERS' EQUITY	 <u>678,330</u>	 <u>225,719</u>
 TOTAL LIABILITIES AND MEMBERS' EQUITY	 <u>\$ 3,668,843</u>	 <u>\$ 2,170,738</u>

See independent accountants' review report and notes to financial statements.

ECKERT MECHANICAL, LLC

STATEMENTS OF INCOME AND MEMBERS' EQUITY
YEARS ENDED DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
Revenue	\$ 10,358,954	\$ 7,704,275
Cost of revenue	<u>8,756,046</u>	<u>6,632,905</u>
Gross profit	\$ 1,602,908	\$ 1,071,370
Operating expenses	<u>695,683</u>	<u>515,595</u>
Income from operations	\$ 907,225	\$ 555,775
Other income	<u>1,386</u>	<u>3,746</u>
NET INCOME	\$ 908,611	\$ 559,521
Members' equity (deficit) - beginning	225,719	(108,802)
Members' distributions	<u>(456,000)</u>	<u>(225,000)</u>
MEMBERS' EQUITY - END	<u>\$ 678,330</u>	<u>\$ 225,719</u>

See independent accountants' review report and notes to financial statements.

ECKERT MECHANICAL, LLC

STATEMENTS OF CASH FLOW
YEARS ENDED DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
CASH FLOW FROM OPERATING ACTIVITIES:		
Net income	\$ 908,611	\$ 559,521
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	34,333	24,940
Changes in operating assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	(1,127,201)	51,945
Inventory	(1,024)	(1,850)
Contract assets	(157,434)	(69,825)
Other current assets	1,775	(2,800)
Increase (decrease) in:		
Accounts payable	663,054	(30,636)
Contracts liabilities	373,160	(134,100)
Due to affiliated companies	(20,000)	-
Accrued expenses and other current liabilities	29,280	(16,034)
Net cash provided by operating activities	<u>\$ 704,554</u>	<u>\$ 381,161</u>
CASH FLOW FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	\$ (141,746)	\$ (23,431)
Net cash applied to investing activities	<u>\$ (141,746)</u>	<u>\$ (23,431)</u>
CASH FLOW FROM FINANCING ACTIVITIES:		
Members' distributions	\$ (456,000)	\$ (225,000)
Repayments from member	5,412	5,305
Net cash applied to financing activities	<u>\$ (450,588)</u>	<u>\$ (219,695)</u>
NET INCREASE IN CASH	\$ 112,220	\$ 138,035
CASH - BEGINNING	<u>256,012</u>	<u>117,977</u>
CASH - END	<u><u>\$ 368,232</u></u>	<u><u>\$ 256,012</u></u>

See independent accountants' review report and notes to financial statements.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2019 AND 2018

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.

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 company-wide 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) Adoption of a New Accounting Standard - Revenue

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014 - 09, "Revenue from Contracts with Customers (Topic 606)". The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also required expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Company adopted the new standard effective January 1, 2019, the first day of the Company's fiscal year using the modified retrospective approach. The prior year comparative information has not been restated and continues to be reported under the accounting standards in effect for those periods; however, certain balances have been reclassified to conform to the current year presentation.

Revenue on the Company's contracts is recognized over time because of the continuous transfer of control to the customer. Revenue on fixed price contracts is recognized on the percentage-of-completion method based generally on the ratio of direct costs incurred-to-date to estimated total direct costs at completion. The Company uses the percentage-of-completion method to better match the level of work performed at a certain point in time in relation to the effort that will be required to complete a project. In addition, the percentage-of-completion method (an input method) is a common method of revenue recognition in the Company's industry. Based on the Company's evaluation process and review of its contracts with customers, the timing and amount of revenue recognized previously is consistent with how revenue is recognized under the new standard. No changes were required to previously reported revenues as a result of the adoption.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2019 AND 2018

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

d) 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.

e) 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.

f) 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.

g) Inventory

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2015-11, "Simplifying the Measurement of Inventory", which resulted in a change in the way the Company measures the value of inventory. The Company adopted this change prospectively as required, and as a result 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 costs of completion, disposal and transportation. The change did not have an impact on members' equity, income, or cash flow provided by or used in operations for any period presented.

h) 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.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2019 AND 2018

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

i) Income Taxes

The Company has elected to be treated as a Limited Liability Company under the Internal Revenue Code and the New York State Corporation Tax Law. Under these elections, the income, generally, is taxed directly to the members.

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 taxing authorities are included in operating expenses, if incurred.

The Company is no longer subject to examination by federal and state taxing authorities for years prior to December 31, 2016.

j) Advertising

Advertising costs are expensed as incurred.

k) 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.

l) Subsequent Events

The Company has evaluated subsequent events through March 11, 2020 which is the date the financial statements were available to be issued. As a result of the spread of the COVID-19 coronavirus, economic uncertainties have arisen which have the potential to negatively impact the Company. The potential impact is unknown at this time. There are no additional material subsequent events which require recognition or disclosure.

2) ACCOUNTS RECEIVABLE

Accounts receivable consist of the following:

	<u>2019</u>	<u>2018</u>
Completed contracts	\$ 76,625	\$ 242,663
Uncompleted contracts	2,048,598	714,029
Trade	<u>475,974</u>	<u>517,304</u>
ACCOUNTS RECEIVABLE	<u>\$ 2,601,197</u>	<u>\$ 1,473,996</u>

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2019 AND 2018

3) CONTRACT ASSETS AND LIABILITIES

Amounts classified as “Costs and estimated earnings in excess of billings on uncompleted contracts” and “Billings in excess of costs and estimated earnings on uncompleted contracts” on the balance sheet and statements of cash flow of the Company’s financial statements for the year ended December 31, 2018 have been reclassified as “Contract assets” and “Contract liabilities”, respectively, on the balance sheets and statements of cash flows for 2019 and 2018. In addition, contract assets include retainage amounts withheld from billings to the Company’s clients pursuant to provisions in our contracts. Billing practices are governed by the contract terms of each project based upon costs incurred, achievement of milestones or pre-agreed schedules. Billings do not necessarily correlate with revenue recognized using the percentage-of-completion method of revenue recognition. Contract assets include amounts due under retainage provisions, unbilled amounts typically resulting from revenue under contracts where the percentage of-completion method of revenue recognition is utilized, and revenue recognized exceeds the amount billed to the customer.

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

	<u>December 31,</u> <u>2019</u>	<u>January 1,</u> <u>2019</u>
Retainage receivable	444,096	\$ 270,816
Costs and estimated earnings in excess of billings	<u>87,481</u>	<u>103,327</u>
CONTRACT ASSETS	<u>\$ 531,577</u>	<u>\$ 374,143</u>

The increase in contract assets was primarily attributable to the reclassification of retainage from accounts receivable to contract assets as of December 31, 2018 due to the adoption of Accounting Standards Update (“ASU”) 2014-09, offset by normal business operations for the fiscal year ended December 31, 2019.

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:

	<u>December 31,</u> <u>2019</u>	<u>January 1,</u> <u>2019</u>
Retainage payable	\$ (68,186)	\$ (67,088)
Billings in excess of costs and estimated earnings	<u>(813,422)</u>	<u>(441,360)</u>
CONTRACT LIABILITIES	<u>\$ (881,608)</u>	<u>\$ (508,448)</u>

The increase in contract liabilities was primarily attributable to the reclassification of retainage from accounts payable to contract liabilities as of December 31, 2018 due to the adoption of Accounting Standards Update (“ASU”) 2014-09, offset by normal business operations for the fiscal year ended December 31, 2019.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2019 AND 2018

4) PROPERTY AND EQUIPMENT

A schedule of property and equipment is as follows:

	<u>2019</u>	<u>2018</u>
Leasehold improvements	\$ 5,776	\$ 5,776
Equipment	94,548	35,536
Autos and trucks	336,396	253,662
Furniture and fixtures	23,935	23,935
Totals	\$ 460,655	\$ 318,909
Less accumulated depreciation	300,994	266,661
PROPERTY AND EQUIPMENT	<u>\$ 159,661</u>	<u>\$ 52,248</u>

Depreciation expense was \$34,333 and \$24,940 for the years ended December 31, 2019 and 2018.

5) DUE FROM MEMBER

At December 31, 2019, the Company had \$2,477 due from one of its members for the purchase of membership units that will be repaid in the following year. The note bears interest at 2%.

6) RELATED PARTY TRANSACTIONS

Due to an affiliate represents amounts due by the Company for advances for use in the ordinary course of business as follows:

	<u>2019</u>	<u>2018</u>
SRI Fire Sprinkler LLC	\$ 799,932	\$ 819,932
TOTALS	<u>\$ 799,932</u>	<u>\$ 819,932</u>

The Company purchases management and administrative services from an affiliate. Costs of these services included in operations were \$60,000 for the years ended December 31, 2019 and 2018.

The Company rents its office and warehouse facilities from an affiliate under a month-to-month lease. Total rent paid to the affiliate was \$31,680 for the years ended December 31, 2019 and 2018.

ECKERT MECHANICAL, LLC
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2019 AND 2018

7) CONTRACT BACKLOG

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

	<u>2019</u>	<u>2018</u>
Beginning balance	\$ 2,346,732	\$ 3,912,603
Additional contract revenue entered into during the year:		
Contract adjustments and change orders	61,875	300,138
New contracts	<u>9,272,068</u>	<u>4,434,456</u>
Totals	\$ 11,680,675	\$ 8,647,197
Contract revenue earned during year	<u>(8,564,111)</u>	<u>(6,300,465)</u>
 ENDING BALANCE	 <u>\$ 3,116,564</u>	 <u>\$ 2,346,732</u>

The Company entered into additional contract revenue of \$1,008,998 from January 1, 2020 thru March 11, 2020.

8) COMMITMENTS AND CONTINGENCIES

The Company has a \$150,000 working capital line of credit expiring September 30, 2020, of which \$150,000 was unused at December 31, 2019. Advances on this credit line are payable on demand and bear interest equal to the one month LIBOR plus 475 basis points.

9) REVENUE

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.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2019 AND 2018

REVENUE (Cont.)

Contracts are often modified to account for changes in contract specifications and requirements. The 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. At December 31, 2019 there were no unapproved change orders.

10) ADVERTISING

Advertising expense was \$7,544 and \$3,820 for the years ended December 31, 2019 and 2018.

11) 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, 2019 and 2018 is outlined in the table below. Unless otherwise noted, the most recent Pension Protection Act (PPA) zone status available in 2019 and 2018 is for the plan's year-end at May 31, 2019 and May 31, 2018 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.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2019 AND 2018

EMPLOYEE BENEFIT PLANS (Cont.)

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	91-2055384
Pension Protection Act zone status:	
2018	N-Green
2017	N-Green
FIP/RP Status pending / implemented	Yes
Contributions by the Company:	
2019	\$ 472,203
2018	355,259
2017	296,487
Surcharge imposed	No
Expiration date of collective bargaining agreement	4/30/2021

There have been no significant changes that affect the comparability of the contributions for the years ended December 31, 2019 and 2018.

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 \$21,995 and \$16,272 for the years ended December 31, 2019 and 2018.

CNA SURETY

Bid Bond

Bond No. N/A

CONTRACTOR:

(Name, legal status and address)

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

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.

OWNER:

(Name, legal status and address)

COUNTY OF ALBANY
Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, New York 12207

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

PROJECT:

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

Albany County Sherriff's Office Public Safety Building Renovations
RFB #2020-044
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.

Signed and sealed this 19th day of August, 2020

Brianna Bailey
(Witness)

Brianna Bailey
(Witness)

ECKERT MECHANICAL, LLC

(Principal) Russell Lincoln (Seal)

(Title) Russell Lincoln President

Western Surety Company

(Surety) [Signature] (Seal)

(Title) Bradley E. Byer, Attorney-in-Fact

INDIVIDUAL ACKNOWLEDGEMENT

State of)
County of)

On the _____ day of _____, 20____, before me personally came

_____, to me known and known to me to be the Individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Notary Public

LLC ACKNOWLEDGMENT

State of New York)
County of Albany)

On the 19th day of August in the year 2020, before me personally came Russell Lincoln to me known, who, being by me duly sworn, did depose and say that (s)he reside(s) in Albany, N.Y.; that (s)he is the President of the Eckert Mechanical LLC the LLC described in and which executed the above instrument.

Notary Public

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2021

SURETY ACKNOWLEDGEMENT

State of New York)
County of Albany)

On the 19th day of August in the year 2020, before me personally came Bradley E. Byer to me known, who, being by me duly sworn, did depose and say that he reside(s) in _____ County, New York; that he is the Attorney-in-Fact of Western Surety Company the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

Notary Public

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2021

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

Candace J Casey-Wnek, Lawrence DiGiulio, Andrew J Tokasz, Todd McMahon, Cynthia A Scharf, April A Adams, Lauren Bordonaro, Michael Dean, Michael Robert Bonetto, Timothy J Geiger, Bruce W Rogers, Individually, of Buffalo, NY
Bradley E Byer, Michael W Karl, Suzanne Coonradt, Individually, of Clifton Park, NY

Of 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 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 13th day of December, 2019.



WESTERN SURETY COMPANY

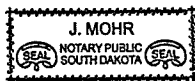
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 13th day of December, 2019, before me personally came Paul T. Bruflat, 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 the 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

June 23, 2021



J. Mohr, 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 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 19th day of AUGUST, 2020.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2019

ASSETS

Bonds	\$ 1,943,152,245
Stocks	27,166,227
Cash, cash equivalents, and short-term investments	27,903,793
Receivables for securities	-
Investment income due and accrued	17,854,019
Premiums and considerations	56,706,652
Amounts recoverable from reinsurers	1,307,522
Current federal and foreign income tax recoverable and interest hereon	2,678,469
Net deferred tax asset	11,798,536
Receivable from parent, subsidiaries, and affiliates	12,821,583
Other assets	601
Total Assets	\$ 2,101,389,646

LIABILITIES AND SURPLUS

Losses	\$ 206,051,147
Loss adjustment expense	52,124,445
Commissions payable, contingent commissions and other similar charges	9,862,381
Other expenses (excluding taxes, license and fees)	3,624
Taxes, License and fees (excluding federal and foreign income taxes)	3,875,999
Federal and foreign income taxes payable	-
Unearned premiums	248,521,840
Advance premiums	6,112,006
Ceded reinsurance premiums payable (net of ceding commissions)	1,673,524
Amounts withheld or retained by company for account of others	5,332,206
Provision for reinsurance	290,516
Payable to parent, subsidiaries and affiliates	2905
Payable on security transactions	-
Other liabilities	97,836
Total Liabilities	\$ 533,948,430

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,283,369,380
Surplus as regards policyholders	\$ 1,567,441,217
Total Liabilities and Capital	\$ 2,101,389,646

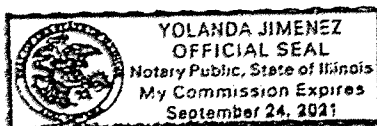
I, Amy Smith, Senior Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2019, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Amy Smith
Senior Vice President

Subscribed and sworn to me this 11th day of March, 2020.

My commission expires:



By Yolanda Jimenez
Notary Public