

COUNTY OF ALBANY

MC - BID FORM

BID IDENTIFICATION:

Title: **New Vehicle Storage Facility**
Bid Number: **2023-109 – MC - Mechanical Construction**

THIS BID IS SUBMITTED TO:

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
12/04/2023	1
12/08/2023	2
12/14/2023	3
12/21/2023	4
12/29/2023	5
12/29/2023	6

(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:

Eckert Mechanical, LLC

Russell Lincoln, President

Phone: (518) 459-4116

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: **New Vehicle Storage Facility**
Bid Number: **2023-109 – MC - Mechanical Construction**

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 01/04/2024

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

Eckert Mechanical, LLC

Company Name

01/04/2024

Date

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.

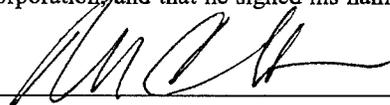
Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

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

On this 4th day of January, 20024, before me personally appeared Russell Lincoln to me known, who, being by me sworn, did say that he resides at (give address) Albany County, New York; 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. 01CA6135239
Qualified in Albany County
Commission Expires October 24, 2025



Notary Public, State of New York
Qualified in Albany County
Commission Expires 10/24/2025

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ 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: <input checked="" type="checkbox"/> 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) 459-4116 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	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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

16.	<p>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:</p>	
a)	<ol style="list-style-type: none"> 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. 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b)	<p>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?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17.	<p>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."</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> 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> 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19.	<p>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.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
20.	<p>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.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : Yes No

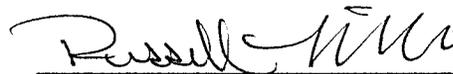
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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.

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

01/04/2024

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: _____

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:



Signature

Russell Lincoln

Printed Name

President

Title

01/04/2024

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? _____ 30 _____ 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. Please see attachment A _____

2. _____

3. _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

Please see attachment B

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

No

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.

MECHANICAL ISULATION

BMS CONTROLS

EXCAVATION

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

USI Insurance Services - 855 Route 146, Suite 235 Clifton Park, NY (518_ 514-3622

Key Bank - 66 S Pearl St. Albany, NY (518) 257-8702

F.W. Webb - 17 Erie Blvd. Albany, NY (518) 472-9322

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Please see the 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: LLC

(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/Owner

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: 01/04/2024

By , President

Russell Lincoln, President
(Typed)

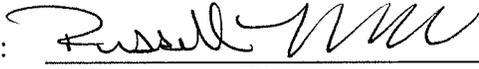
ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

New Vehicle Storage Facility - RFB #2023-109

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: 
(Signature)

Russell Lincoln
(Typed)

Title: President

Date: 01/04/2024

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
112 State Street
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)

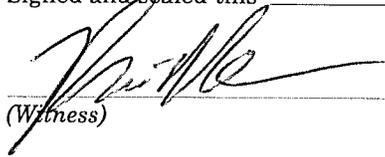
New Vehicle Storage Facility
Bid Number: 2023-109- MC- Mechanical Construction

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

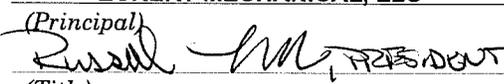
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 26th day of December, 2023.


(Witness)


(Witness)

ECKERT MECHANICAL, LLC
(Principal)  *(Seal)*
(Title)
Western Surety Company
(Surety)  *(Seal)*
(Title) April A. Adams, Attorney-in-Fact

INDIVIDUAL ACKNOWLEDGEMENT

State of)
)
County of)

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

_____, to me known and know to me to be the Individual described in and 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 26 day of December in the year 2023, 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 County; that (s)he is the President of the Eckert Mechanical LLC the LLC described in and which executed the above instrument.

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2025

Notary Public

SURETY ACKNOWLEDGEMENT

State of New York)
)
County of)

On the 26th day of December in the year 2023, before me personally came April A. Adams, to me known, who, being by me duly sworn, did depose and say that she reside(s) in Erie County, New York; that she is the Attorney-in-Fact of Western Surety Company the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that she signed her name thereto by like authority.

Notary Public

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law 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 August, 2021.

WESTERN SURETY COMPANY



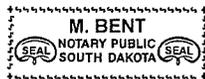
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 13th day of August, 2021, 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
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law 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 28th day of December, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2022

ASSETS

Bonds	\$ 1,963,735,416
Stocks	16,356,743
Cash, cash equivalents, and short-term investments	842,484
Receivables for securities	50,000
Investment income due and accrued	18,288,449
Premiums and considerations	58,660,094
Amounts recoverable from reinsurers	31,089,427
Current federal and foreign income tax recoverable and interest thereon	-
Net deferred tax asset	16,569,622
Receivable from parent, subsidiaries, and affiliates	-
Other assets	1,385
Total Assets	\$ 2,105,593,621

LIABILITIES AND SURPLUS

Losses	\$ 191,034,021
Loss adjustment expense	52,287,429
Commissions payable, contingent commissions and other similar charges	12,200,032
Other expenses (excluding taxes, license and fees)	-
Taxes, License and fees (excluding federal and foreign income taxes)	3,809,360
Federal and foreign income taxes payable	6,216,918
Unearned premiums	288,685,277
Advance premiums	7,968,584
Ceded reinsurance premiums payable (net of ceding commissions)	6,756,776
Amounts withheld or retained by company for account of others	9,359,697
Provision for reinsurance	280,055
Payable to parent, subsidiaries and affiliates	10,262,438
Payable on security transactions	-
Other liabilities	149,612
Total Liabilities	\$ 589,010,150

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,225,687,276
Surplus as regards policyholders	\$ 1,516,583,471
Total Liabilities and Capital	\$ 2,105,593,621

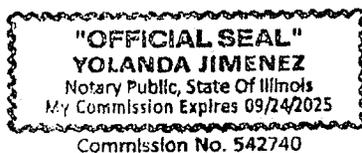
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2022, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2023.

My commission expires:



By Yolanda Jimenez
Notary Public

**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 New York State Thruway Authority – 200 Southern Blvd. Turn Key Energy Project	Award Date 3/22/2021	Amount \$3,535,472.00	Date Completed 2/3/2022
	Contact Person Michael Spencer, Guth DeConzo	Telephone No. 518-881-7804	Designer Architect and /or Design Engineer Guth DeConzo	EIN of JV, if applicable
2.	Contract No. 5418-01	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	
	Agency/Owner Albany County – MVP Arena (Formerly TUC) Lockers, Dressing Rooms Renovation (Plumbing & Mechanical)	Award Date 12/6/2021	Amount \$716,192.00	Date Completed 11/11/2022
	Contact Person Michael Martin, Albany DGS	Telephone No. 518-447-7032	Designer Architect and /or Design Engineer Sage Engineering Associates, LLP	
	Contract No. 2021-111	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable
3.	Agency/Owner Ellis Medicine Satellite Pharmacy Renovation	Award Date 11/29/2021	Amount \$319,443.00	Date Completed 5/6/2022
	Contact Person Tim Hanke, LeChase Construction Services	Telephone No. 518-388-9200	Designer Architect and /or Design Engineer Guth DeConzo	
4.	Contract No. 2134016.005	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable
	Agency/Owner Target Corporation 2021 Target Remodel T-1796 East Greenbush, NY	Award Date 7/1/9/2021	Amount \$325,568.00	Date Completed 2/1/2022
	Contact Person Jacob Christman, Whiting-Turner	Telephone No. 908-306-9044	Designer Architect and /or Design Engineer Sargenti Architects	
	Contract No. 018895.310.22A	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable
5.	Agency/Owner City of Albany – HVAC Improvement Project for 200 Henry Johnson Blvd.	Award Date 12/2/2021	Amount \$746,580.00	Date Completed 7/29/2022
	Contact Person Charles William, City of Albany	Telephone No. 518-434-5675	Designer Architect and /or Design Engineer Greenman-Pedersen, Inc.	
	Contract No. 9177	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	EIN of JV, 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 Albany Medical Center – A6/A7 Cath Lab Renovations		Award Date 6/22/2021	Amount \$385,430.00	Date Completed 4/23/2022
	Contact Person Kevin Johnson, Consigli Construction	Telephone No. 845-417-3184	Designer Architect and/or Design Engineer Huston Engineering		
	Contract No. SC-2581-001	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		
7.	Agency/Owner Watervliet Arsenal – Building 40 Boiler		Award Date 7/26/2021	Amount \$662,781.00	Date Completed 2/28/2022
	Contact Person John Bossalini	Telephone No. 518-681-4600	Designer Architect and/or Design Engineer Watervliet Arsenal		
	Contract No. 21101-23A-00	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		
8.	Agency/Owner Scotia-Glenville CSD – Boiler System Upgrades at Glen-Worden Elementary School		Award Date 3/14/2022	Amount \$1,442,340.00	Date Completed 11/18/2022
	Contact Person Jack Tateo, BA Construction Services, LLC	Telephone No. 518-322-2545	Designer Architect and/or Design Engineer SEI Design Group Architects, DPC		
	Contract No. 20-3060.10	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		
9.	Agency/Owner The Addictions Care Center of Albany, Inc. – Renovations to 68 Quaker Road, Queensbury NY		Award Date 4/8/2022	Amount \$550,422.00	Date Completed 12/31/2022
	Contact Person Brian Blake, VMJR Companies	Telephone No. 518-321-9743	Designer Architect and/or Design Engineer Architecture Plus		
	Contract No. 22202-23A-00	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		
10.	Agency/Owner General Services Administration (GSA) – US DOL OSHA O'Brien Federal Office Building Renovations		Award Date 4/25/2022	Amount \$236,148.00	Date Completed 12/1/2022
	Contact Person Brian Lasnicki, S.J. Thomas Co. Inc.	Telephone No. 315-472-5288	Designer Architect and/or Design Engineer Bennetts & Huysman Architects, PC		
	Contract No. 47PC02222F006	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		

**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:

Agency/Owner	State University Construction Fund – UAlbany Rehab Toilet Rooms for ADA	Award Date	Completion Date
1. Agency/Owner State University Construction Fund – UAlbany Rehab Toilet Rooms for ADA Contact Person Ben Boswell, AOW Associates, Inc. Contract No. 21071-22A	Telephone No. 518-650-8963 Joint Venture (JV) Name, if applicable N/A Designer Architect and /or Design Engineer Dembling + Dembling Arch.	Award Date 10/14/2021	Completion Date 1/22/2024
	Prime or Sub Sub Total Contract Amount \$673,784.00 Amount Sublet to others \$57,260.00 Uncompleted Amount \$176,862.45		EIN of JV, if applicable
2. Agency/Owner RPI Nugent Hall Renovations Contact Person William Bury, LeChase Contract No. 2233007.001	Telephone No. 518-462-0227 Joint Venture (JV) Name, if applicable N/A Designer Architect and /or Design Engineer Architecture Plus	Award Date 7/21/2022	Completion Date 5/31/2023
	Prime or Sub Sub Total Contract Amount \$1,228,968.00 Amount Sublet to others \$167,241.00 Uncompleted Amount \$246,342.29		EIN of JV, if applicable
3. Agency/Owner OGS Project No. 46092-H Provide Exhaust Fans and Relocate Steam/Chilled Water Equipment Contact Person Haim El-Tilb, OGS EIC Contract No. 46092-H	Telephone No. 518-457-8203 Joint Venture (JV) Name, if applicable N/A Designer Architect and /or Design Engineer Sage Engineering Associates, LLP	Award Date 9/29/2022	Completion Date 7/5/2023
	Prime or Sub Prime Total Contract Amount \$676,116.00 Amount Sublet to others \$250,382.00 Uncompleted Amount \$453,470.00		EIN of JV, if applicable
4. Agency/Owner SUNY DASNY Colonial Quad Renovations 1400 Washington Ave, Albany NY 12206 Contact Person David Shepard, Cristaulli Bros. Contract No. 022078.08	Telephone No. 518-449-1782 x114 Joint Venture (JV) Name, if applicable EYP Architecture & Engineering, PC	Award Date 8/23/2022	Completion Date 10/20/2023
	Prime or Sub Sub Total Contract Amount \$158,020.00 Amount Sublet to others \$0 Uncompleted Amount \$147,304.00		EIN of JV, 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:

Agency/Owner	St. Johns Church 1 N. Market Street, Johnstown, NY 12095	Telephone No.	Designer Architect and /or Design Engineer	Award Date	Completion Date
5.	Agency/Owner St. Johns Church 1 N. Market Street, Johnstown, NY 12095	Telephone No. 518-796-1230	Designer Architect and /or Design Engineer C.T. Male Associates	Award Date 12/19/2022	Completion Date 6/30/2023
Contact Person	Brian Corliss, VMJR Companies				
Contract No.	21213-23A-00	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
		\$86,595.00	\$0	\$41,014.50	
6.	Agency/Owner BDC Builders, Inc. – The Residence at Wemple Road Glennmont, NY 12077	Telephone No. 877-BDC-GROUP	Designer Architect and /or Design Engineer Colter Architecture	Award Date 11/17/2022	Completion Date 7/31/2023
Contact Person	Colton Hill, BDC Builders Inc				
Contract No.	13-0006	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
		\$446,400.00	\$0	\$416,700.00	
7.	Agency/Owner FAGE USA Dairy Industry, Inc. – Locker Room Renovations	Telephone No. 315-455-5941	Designer Architect and /or Design Engineer Webber/Smith Associates, Inc.	Award Date 4/18/2022	Completion Date 3/31/2023
Contact Person	Robert Wurz, Hayner Hoyt Corporation				
Contract No.	222115	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
		\$245,431.00	\$45,691.00	\$46,898.95	
8.	Agency/Owner OGS Project No. 45723-C Roof Drain Replacement	Telephone No. 518-792-1128 x115	Designer Architect and /or Design Engineer Bell & Spina Architects	Award Date 3/28/2022	Completion Date 9/29/2023
Contact Person	Marc Murray, VMJR Companies				
Contract No.	22201-22A-00	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
		\$33,258.00	\$0	\$12,621.15	

**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 Troy Senior Center – City Station East Renovations		Award Date 6/16/2022	Completion Date 2/17/2023
	Contact Person Paul Mueller, Greco Construction	Telephone No. 518-465-1155	Designer Architect and/or Design Engineer QPK Design	
	Contract No. 221330.00	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable
	Total Contract Amount \$281,186.00		Amount Sublet to others \$77,066.00	Uncompleted Amount \$32,324.70
10.	Agency/Owner Albany Leadership Charter School for Girls Renovations			
	Contact Person James Hepinstall, LeChase	Telephone No. 518-388-9200	Designer Architect and/or Design Engineer Rhineback Architecture and Planning PC	
	Contract No. 2234006.001	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable
	Total Contract Amount \$89,684.00		Amount Sublet to others \$0	Uncompleted Amount \$71,683.55
Grand Total All Uncompleted Contracts				\$1,645,221.59

ECKERT MECHANICAL, LLC

ALBANY, NEW YORK

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

CONTENTS

	<u>PAGES</u>
Financial statements:	
Independent accountants' review report	1
Balance sheets	2
Statements of income and members' equity	3
Statements of cash flow	4
Notes to financial statements	5-12



LUTZ, SELIG & ZERONDA, CPAs, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

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, 2022 and 2021 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.

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

Accountants' Conclusion

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

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Company has changed its method of accounting for operating leases as of January 1, 2022 due to the adoption of ASU 2016-02, Leases (Topic 842).

Lutz, Selig & Zeronda, CPAs, L.L.P.

Latham, New York
February 3, 2023

ECKERT MECHANICAL, LLC

BALANCE SHEETS
DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
<u>ASSETS</u>		
CURRENT ASSETS:		
Cash (Note 1)	\$ 1,200,967	\$ 1,911,613
Accounts receivables (Notes 1 and 2)	1,680,732	1,842,082
Inventory (Note 1)	2,500	3,800
Contact assets (Notes 1 and 3)	382,837	694,335
Other current assets	<u>211,147</u>	<u>213,014</u>
Total current assets	\$ 3,478,183	\$ 4,664,844
PROPERTY AND EQUIPMENT (Notes 1 and 4)	<u>169,844</u>	<u>198,721</u>
TOTAL ASSETS	<u>\$ 3,648,027</u>	<u>\$ 4,863,565</u>
<u>LIABILITIES AND MEMBERS' EQUITY</u>		
CURRENT LIABILITIES:		
Accounts payable	\$ 375,552	\$ 731,615
Contract liabilities (Notes 1 and 3)	507,554	595,540
Paycheck protection program payable (Note 11)	-	765,715
Accrued expenses and other current liabilities	<u>74,849</u>	<u>197,622</u>
Total current liabilities	\$ 957,955	\$ 2,290,492
COMMITMENTS AND CONTINGENCIES (Note 7)		
MEMBERS' EQUITY	<u>2,690,072</u>	<u>2,573,073</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u>\$ 3,648,027</u>	<u>\$ 4,863,565</u>

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

ECKERT MECHANICAL, LLC

STATEMENTS OF INCOME AND MEMBERS' EQUITY
YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
Revenue	\$ 9,293,969	\$ 13,012,905
Cost of revenue	<u>7,946,759</u>	<u>11,030,356</u>
Gross profit	\$ 1,347,210	\$ 1,982,549
Operating expenses	<u>1,127,647</u>	<u>881,043</u>
Income from operations	\$ 219,563	\$ 1,101,506
Other income	<u>766,028</u>	<u>993,595</u>
NET INCOME	\$ 985,591	\$ 2,095,101
Members' equity - beginning	2,573,073	1,030,972
Members' distributions	<u>(868,592)</u>	<u>(553,000)</u>
MEMBERS' EQUITY - END	<u>\$ 2,690,072</u>	<u>\$ 2,573,073</u>

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

ECKERT MECHANICAL, LLC

STATEMENTS OF CASH FLOW
YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
CASH FLOW FROM OPERATING ACTIVITIES:		
Net income	\$ 985,591	\$ 2,095,101
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	68,084	58,594
Gain on disposal of assets	-	(13,450)
Paycheck protection program forgiveness	(765,715)	(765,715)
Changes in operating assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	161,350	698,706
Inventory	1,300	-
Contract assets	311,498	(72,625)
Other current assets	1,867	(188,134)
Increase (decrease) in:		
Accounts payable	(356,063)	97,370
Contracts liabilities	(87,986)	(372,959)
Due to affiliated companies	-	(534,932)
Accrued expenses and other current liabilities	(122,773)	108,625
Net cash provided by operating activities	<u>\$ 197,153</u>	<u>\$ 1,110,581</u>
CASH FLOW FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	\$ (39,207)	\$ (81,572)
Proceeds from sale of property and equipment	-	13,450
Net cash applied to investing activities	<u>\$ (39,207)</u>	<u>\$ (68,122)</u>
CASH FLOW FROM FINANCING ACTIVITIES:		
Proceeds from paycheck protection program	\$ -	\$ 765,715
Members' distributions	(868,592)	(553,000)
Net cash provided by (applied to) investing activities	<u>\$ (868,592)</u>	<u>\$ 212,715</u>
NET INCREASE (DECREASE) IN CASH	\$ (710,646)	\$ 1,255,174
CASH - BEGINNING	<u>1,911,613</u>	<u>656,439</u>
CASH - END	<u><u>\$ 1,200,967</u></u>	<u><u>\$ 1,911,613</u></u>
SUPPLEMENTAL DISCLOSURES OF CASH INFORMATION:		
Cash paid during the year:		
Interest	\$ 430	\$ -

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

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2022 AND 2021

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) Concentration of Credit Risk

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

d) Cash

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

e) Accounts Receivable and Allowance for Doubtful Accounts

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

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2022 AND 2021

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

f) Inventory

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

g) Property and Equipment

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

h) Income Taxes

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, 2019.

i) Pass-Through Entity Tax

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

The Company made the PTET election for years ended December 31, 2022 and 2021. Taxes paid and accrued related to PTET on behalf of its members are reported as distributions and included in members' equity for the years ended December 31, 2022 and 2021.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2022 AND 2021

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

j) Revenue Recognition

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

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

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.

k) Advertising

Advertising costs are expensed as incurred.

l) Sales Tax

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

m) Reclassification

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

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2022 AND 2021

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

n) **Adoption of a New Accounting Standard**

Effective January 1, 2022, the Company adopted the provisions of Accounting Standards Update (“ASU”) 2016-02, “Leases,” which created a new Topic 842 within the Accounting Standards Codification. Topic 842 established the core principle that a lessee should recognize the assets, representing rights-of-use, and liabilities to make lease payments, which arise from leases.

The Company has also elected not to apply the requirements of 842 Leases to short-term operating leases, but will instead recognize lease payments as expense on a straight line basis over the lease term.

o) **Subsequent Events**

The Company has evaluated subsequent events through February 3, 2023, which is the date the financial statements were available to be issued. There are no material subsequent events which require recognition or disclosure.

2) **ACCOUNTS RECEIVABLE**

Accounts receivable consist of the following:

	<u>2022</u>	<u>2021</u>
Completed contracts	\$ 82,329	\$ 265,313
Uncompleted contracts	1,322,427	1,125,705
Trade	<u>275,976</u>	<u>451,064</u>
ACCOUNTS RECEIVABLE	<u>\$ 1,680,732</u>	<u>\$ 1,842,082</u>

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2022 AND 2021

3) CONTRACT ASSETS AND LIABILITIES

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

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

	<u>2022</u>	<u>2021</u>
Retainage receivable	\$ 357,561	\$ 623,001
Costs and estimated earnings in excess of billings	<u>25,276</u>	<u>71,334</u>
CONTRACT ASSETS	<u>\$ 382,837</u>	<u>\$ 694,335</u>

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

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

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

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

	<u>2022</u>	<u>2021</u>
Retainage payable	\$ -	\$ (2,848)
Billings in excess of costs and estimated earnings	<u>(507,554)</u>	<u>(592,692)</u>
CONTRACT LIABILITIES	<u>\$ (507,554)</u>	<u>\$ (595,540)</u>

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

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

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2022 AND 2021

4) PROPERTY AND EQUIPMENT

A schedule of property and equipment is as follows:

	<u>2022</u>	<u>2021</u>
Leasehold improvements	\$ 5,776	\$ 5,776
Equipment	146,422	146,422
Autos and trucks	323,451	378,313
Furniture and fixtures	<u>29,814</u>	<u>29,814</u>
Totals	\$ 505,463	\$ 560,325
Less accumulated depreciation	<u>335,619</u>	<u>361,604</u>
PROPERTY AND EQUIPMENT	<u>\$ 169,844</u>	<u>\$ 198,721</u>

Depreciation expense was \$68,084 and \$58,594 for the years ended December 31, 2022 and 2021.

5) RELATED PARTY TRANSACTIONS

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, 2022 and 2021.

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, 2022 and 2021.

6) CONTRACT BACKLOG

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

	<u>2022</u>	<u>2021</u>
Beginning balance	\$ 3,689,272	\$ 3,992,362
Additional contract revenue entered into during the year:		
Contract adjustments and change orders	262,359	6,656,118
New contracts	<u>6,143,875</u>	<u>4,312,928</u>
Totals	\$ 10,095,506	\$ 14,961,408
Contract revenue earned during year	<u>(7,367,395)</u>	<u>(11,272,136)</u>
ENDING BALANCE	<u>\$ 2,728,111</u>	<u>\$ 3,689,272</u>

The Company did not enter into any additional contract revenue from January 1, 2023, thru February 3, 2023.

ECKERT MECHANICAL, LLC
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2022 AND 2021

7) COMMITMENTS AND CONTINGENCIES

The Company has a \$150,000 working capital line of credit expiring September 16, 2023, of which \$150,000 was unused at December 31, 2022. Advances on this credit line are payable on demand and bear interest equal to the Adjusted Daily SOFR Index (4.3% at December 31, 2022) plus .10 percentage points, plus 3% marginal rate. The line is guaranteed by SRI Fire Sprinkler, LLC.

8) ADVERTISING

Advertising expense was \$4,085 and \$2,831 for the years ended December 31, 2022 and 2021.

9) 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, 2021 and 2020 is outlined in the table below. Unless otherwise noted, the most recent Pension Protection Act (PPA) zone status available in 2021 and 2020 is for the plan's year-end at May 31, 2021 and May 31, 2020 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, 2022 AND 2021

EMPLOYEE’S PENSION, PROFIT SHARING AND RETIREMENT FUNDS 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:	
2021	N-Green
2020	N-Green
FIP/RP Status pending / implemented	Yes
Contributions by the Company:	
2022	\$ 920,206
2021	516,881
2020	429,421
Surcharge imposed	No
Expiration date of collective bargaining agreement	4/30/2023

There have been no significant changes that affect the comparability of the contributions for the years ended December 31, 2022 and 2021.

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 \$43,485 and \$39,807 for the years ended December 31, 2022 and 2021.

10) EMPLOYEE RETENTION CREDIT

The Employee Retention Credit (ERC) is a fully refundable tax credit against employer’s portion of Social Security taxes withheld on qualified wages, the credit is available for up to 50% of qualified wages paid to employees from March 12, 2020, through December 31, 2020 and 70% of qualified wages paid to employees from January 1, 2021 through September 30, 2021. The Company substantially met criteria for the credit for the year ended December 31, 2021, and a credit in the amount of \$212,924 is included in other income.

11) PAYCHECK PROTECTION PROGRAM LOANS

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

Plumbers and Steamfitters Local 7 Joint Apprenticeship and Training Committee

18 Avis Drive • Latham, New York 12110
www.ualocal7.org • (518) 785-9844

Mechanical Contractors Association

*Joseph Burniche, Co-Chairman
Theodore Lounsbury
Jesse Gorman*

Plumbers and Steamfitters Local 7

*Brian Lydon, Co-Chairman
Daniel Bliven
Omar Rivera*

June 2, 2023

Re: Eckert Mechanical
1062 Central Ave.
Albany, N.Y. 12205

To Whom It May Concern:

Eckert Mechanical is a signatory contractor in good standing with Plumbers and Steamfitters Local 7. Local 7 Apprenticeship Program is a New York State registered apprenticeship Program. Apprentices employed through Local 7 are registered with the NYS Department of Labor.

Sincerely,



Edward Nadeau
Business Manager