

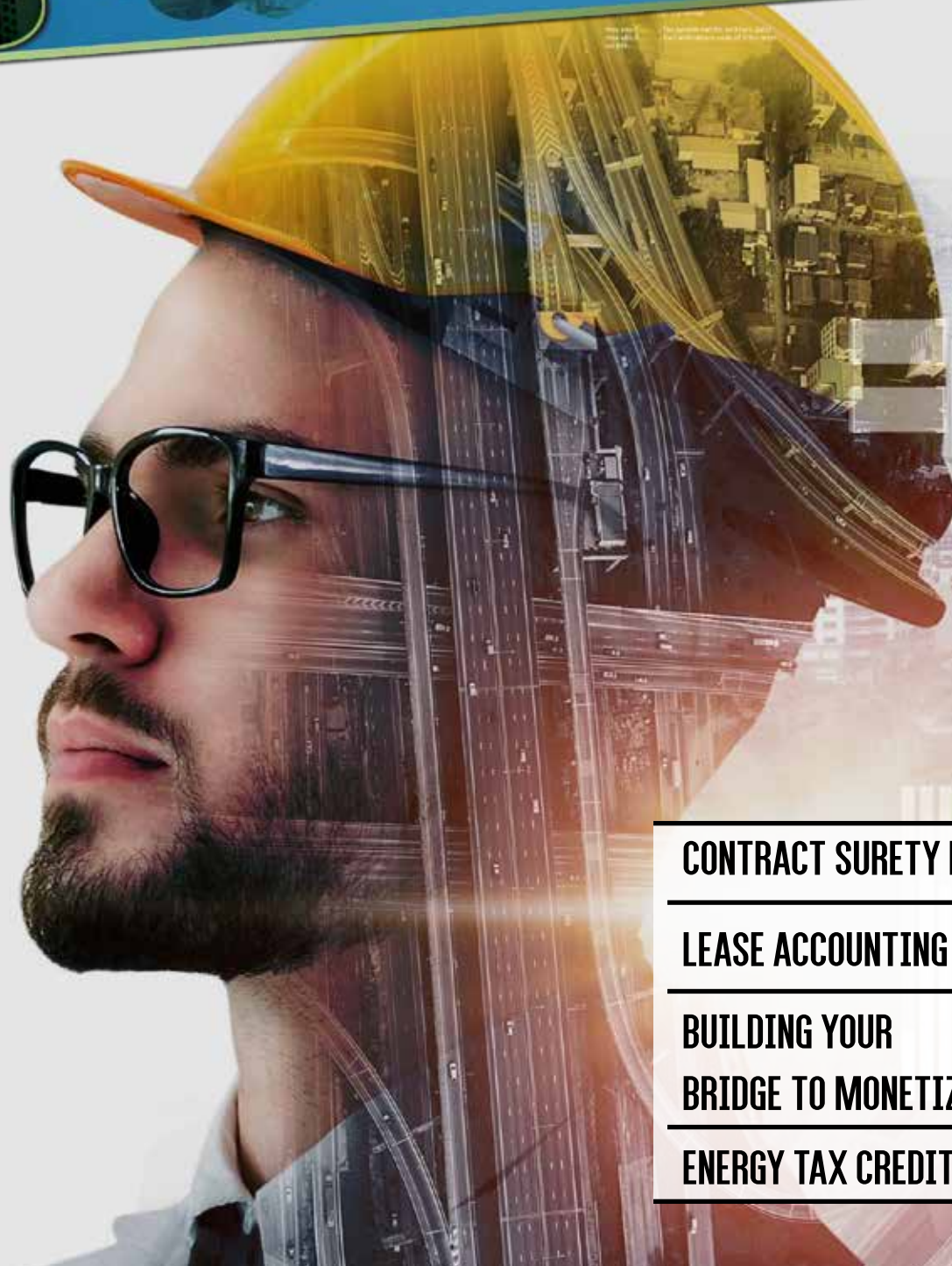


**CERINI
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CERTIFIED PUBLIC ACCOUNTANTS

CERINI & ASSOCIATES, LLP | CERTIFIED PUBLIC ACCOUNTANTS
PRESENTS

BLUEPRINT

VOL. 1
SUMMER 2022



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**BUILDING YOUR
BRIDGE TO MONETIZATION™**

ENERGY TAX CREDITS

BRINGING A UNIQUE UNDERSTANDING OF KEY ISSUES FACING CONTRACTORS

FROM THE EDITOR - JOSEPH SCIACCA, CPA

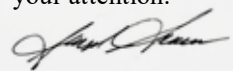
Welcome to our inaugural edition of the Blueprint, a newsletter geared towards the construction industry. I have been specializing in the construction industry for more than 30 years, providing accounting, assurance services, consultation, and assistance with tax and growth strategies to more than 40 contractors on an annual basis. Through this newsletter, we will be looking to expand our communication with our construction clients and friends by providing on-going information, advice, and education to those within the industry.

There always seems to be so much you need to know to effectively run your business and, unfortunately it is almost impossible to keep abreast of all issues that may affect your business. Hopefully our newsletter will help you to identify and understand current issues facing the industry.

- ▶ For those of you who have not looked into the employee retention tax credit that the government made available as a result of the CARES Act, we recommend you see if this is something you are eligible for. We have been able to get the tax credits for many of our clients for both 2020 and 2021. Please keep in mind that if you are eligible and you apply for the credits, you will need to amend your 2020 and/or 2021 business and potentially personal returns, even though it could take as much as a year to receive the refund from the IRS.
- ▶ New lease accounting rules go into effect for years beginning after December 15, 2022, so it would be wise to get started working on implementing the new standards while preparing your interim reporting during the current year so as to be ready for the new 2022 year-end reporting. Please see [page 3](#) of this newsletter for a discussion of the new lease standards.
- ▶ With the downturn in the economy, the delays in getting product, and the impact of inflation, more owners are requiring contractors to be bonded. Please see the guest article on [page 2](#) of this newsletter on contract surety bonds.
- ▶ We have also seen an increase in sale and merger activity as construction company owners are looking to cash out or just possibly slow down and start truly enjoying the fruits of their labor. On [page 7](#) there is an article on building value in your practice to maximize your sales price when you are ready to hang-up your tool belt.
- ▶ Finally, solar, electric, and other alternative fuel sources could both help your customers as well as helping you, especially with some of the tax credits available. See [page 9](#) for more information.

If you enjoyed his issue of the Blueprint, please feel free to share it with other members of your team or other contractors you may work with. If there are topics you would like additional information on, please let me know and we will provide guidance in future issues or blog postings. Remember, we are always here as a resource for you. If you have any questions, please don't hesitate to reach out to us, that is what we are here for.

I am looking forward to discussing these articles with you or any other thoughts or ideas that these articles may have brought to your attention.



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CONTRACT SURETY BONDS

Bonds are required for construction projects when a government entity/municipality requires repair/restoration work or new construction to be performed on a property it has authority over. The government agency is referred to as the owner and in the case of surety lingo the obligee. These projects are required to be publicly advertised and contractors can obtain the bid specifications from the government agency to develop an appropriate project bid. To be a viable candidate for consideration of being awarded the contract, the contractor will typically be required to submit with its bid, a bid security. The bid security provides a financial penalty to the owner/obligee if the contractor/bidder submits a bid and is awarded the contract but fails or refuses to execute the contract. Cash or certified check can be used as bid security however this ties up resources over the term of the contract. As a result, many contractors often turn to a bid bond issued by a surety company to provide the bid security required to bid on government contracts.

HOW DOES THE CONTRACTOR OBTAIN A BID BOND?

A contractor seeking to compete for a contract that requires bid security is wise to get prequalified and establish a surety bond program/bond line. It is not uncommon for a contractor that does not get prequalified to submit a bid with a cash security, while they wait for the surety bond to be approved, only to find out that it does not qualify for a Performance and Payment Bond – thus tying up cash flow needed for the project and putting its bid security at risk of loss. Surety is NOT insurance it is a credit function much more closely associated with bank credit in its underwriting process. The contractor must submit financial statements, tax returns, project experience records, and organizational information to a surety agent that represents a surety, or many sureties in most cases, for approval of a specific bond line. A bond line is expressed as a single project limit and an aggregate bond line limit. For example, a bond line of \$2mm single/\$6mm aggregate would provide the contractor with the ability to provide up to \$6 million in bid security, with a maximum of \$2 million on any given project. As these projects are being constructed the contractor essentially pays off its bond line by building the project and paying any costs associated with building the project. In essence, as a project is satisfactorily completed, the bid security would be released making the bond line securing that project available for future projects. A contractor can increase its bond line by retaining profits and building a stronger financial position over time. The surety agent, contractor, and the contractor's CPA are typically in periodic communication toward this goal.

PERFORMANCE AND PAYMENT BONDS

When a contractor is awarded a contract that requires a Performance and Payment Bond, the surety agent executes the bond on behalf of the surety company and then it is delivered to the contractor for its execution. The Performance Bond guarantees the owner/obligee that the contractor will perform all the work and requirements of the contract. The Payment Bond (*also referred to as a Labor and Materials Bond*) guarantees subcontractors, suppliers, and employees that they will be fully paid for their part of the performance of the contract. So, when we refer to “bonding a contract” there are technically two bonds or two parts of one bond covering both the obligee as well as everyone participating in the contract.

CURRENT STATE OF SURETY MARKET

The market for surety credit has been relatively stable for the last decade or so – with a couple of fringe participants failing or retreating, there is ample capital allocated to this specialty marketplace. There appears to be ample capacity for all segments – small to medium contractors, mega-contractors, commercial surety, and international surety. A contractor with good credit, corporately and individually, can establish a surety bond line that is sufficient to facilitate a contractors business plan and growth. Even so, with the rising costs of materials and project delays due to supply chain shortages, contractors will most likely need increased coverage, with cost of coverage rising.

In summary, the bond protects against disruptions or financial loss due to a contractor's failure to complete a project or failure to meet project specifications. By submitting a construction bond, the party managing the construction work states they can complete the job according to the contractual policy. Any contractor interested in either publicly funded construction work or privately funded construction that may require surety bonds is well advised to start the process before they identify a project they want to compete for. There is documentation required and the underwriting process can require additional background information and in some cases a meeting with the surety underwriter. With that said, it is important to have the right surety team and construction-oriented CPA firm when trying to obtain a bond.

GLENN GLUBIAK
VICE PRESIDENT OF BONDS
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LEASE ACCOUNTING

BACKGROUND

For many businesses, their largest non-labor cost is facilities. There has always been some disparity in the comparability of financial statements between companies, as some own their facilities while others rent. Several years ago, the **Financial Accounting Standards Board (“FASB”)** issued a new lease accounting standard, **Accounting Standards Codification (“ASC”) 842** to try to align some of these issues across all industries and make financial reporting more consistent. The COVID pandemic has pushed off the implementation of ASC 842 for private companies that don’t hold certain public debt. This deferral is unfortunately coming to an end with adoption required for years starting after December 15, 2021 (*calendar year 2022 or fiscal year 2023 entities*).

In a nutshell, ASC 842 will require most companies with real property or equipment leases to record both a **right-of-use (“ROU”)** asset (*the present value of the future required lease payment stream*) and a corresponding liability to reflect, in essence, the asset and liability associated with the required future lease payments (*inclusive of renewal options and other provisions that management may anticipate taking advantage of*). By requiring assets and liabilities to be reflected on a company’s financial statements, ASC 842 makes it easier for stakeholders to assess risk exposure and true financial position.

WHAT IS A LEASE?

A lease is defined as a contract or an element of a contract that conveys the ROU of a physically distinct identified asset for a specified period in exchange for payment. The asset can be real property, facilities and related improvements, furniture and equipment, or other tangible assets. The “*period*” mentioned in the definition isn’t necessarily quantified by time. It can also be described in terms of the estimated use of an asset, such as the number of units a piece of equipment will produce.

LEASE CLASSIFICATION

While substantially all leases will be required to be capitalized on a balance sheet, it is still necessary to classify leases as either finance leases (*previously referred to as capital leases under ASC 840*) or operating leases, because the two lease types are measured differently. Under ASC 842, a lease is considered a finance lease if it meets any one of the following criteria:

- ▶ **Transfer of title test:** *By the end of the lease term, will ownership of the asset transfer from the lessor to the lessee?*
- ▶ **Bargain purchase option test:** *Is there a purchase option in the lease that the lessee is reasonably certain to exercise (i.e., the lessee can purchase the asset for \$1)?*
- ▶ **Lease term test:** *Does the lease term encompass the major part of the remaining economic life of the underlying asset? ASC 842 removes the bright line test of 75% of the asset’s useful life.*
- ▶ **Present value test:** *Is the present value of lease payments plus residual value guaranteed by the lessee greater than or equal to substantially all of the fair market value of the asset? ASC 842 removes the bright line test of 90% of the asset’s fair market value.*
- ▶ **Alternative use test:** *Is the asset so specialized that it is only useful to the lessee? Basically, the asset has no value to anyone else without a major overhaul by the lessor.*

Under an operating lease, the ROU asset is recorded and amortized to rent on a straight-line basis over the lease term, so from an income statement perspective, there will be little change in presentation. Finance leases require the lessee to recognize interest expense and amortization expense over the shorter of the asset’s life or the lease term. As a result, one will usually recognize a greater expense earlier in the life of the lease for a finance lease.

CALCULATING THE LEASE LIABILITY UNDER ASC 842

The lease liability is the current value of minimum future lease payments. To determine the liability, there are certain assumptions/estimates that need to come into play:

- ▶ *If the lease contains a residual guarantee or use limits, what’s the likely amount to be owed under such provisions (i.e., a vehicle lease that provides 10,000 miles per lease)?*
- ▶ *If the lease contains certain options such as renewal options, termination options, or purchase options, what is the likelihood the options will be exercised?*

These assumptions/estimates will impact the lease liability calculation. Keep in mind that the assumptions made about lease options at the beginning of the lease can change over time. If, during the term of a lease, there are changes to the likelihood of options being exercised, and/or if there are material changes in residual guarantees or uses, remeasurement of both the lease liability and ROU asset will be needed.

The discount rate to use in calculating the lease liability is either the rate implicit in the lease (*if known, though it rarely is explicit*) or the company’s **incremental borrowing rate (“IBR”)**. ASC 842 defines the IBR as “*the rate of interest that a lessee would have to pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment.*” Simply, the IBR is the rate of interest one could borrow at under similar terms (*amount, length of time, etc.*). Companies should be able to obtain IBR’s from their banks/lenders based on credit history, market conditions, length of borrowing, security, etc.

CONTINUED ON NEXT PAGE

CALCULATING ROU ASSETS UNDER ASC 842

The ROU asset is calculated as the lease liability, discussed above, plus or minus these adjustments:

- **Plus:** *initial direct costs and prepaid lease payments (a).*
- **Minus:** *lessor incentives, accrued rent, and ASC 420 liability at transition date (b).*

Examples of typical initial direct costs under ASC 842 include commissions and payments made to an existing tenant to incentivize that tenant to terminate its lease as these costs would only be incurred as a result of execution of the lease. Costs that typically would not be considered initial direct costs are legal fees, costs of negotiating lease terms, lease underwriting, or general overhead expenses such as depreciation, occupancy, and equipment costs, as these costs would be incurred regardless of whether the lease is ultimately executed.

ASC 420 previously required recognition of a liability for the amount of above-market rent being paid over the life of the lease. Under ASC 842, this would reduce the carrying value of the ROU asset.

Over the life of the lease, the ROU is amortized using the straight-line method over the life of the lease.

EMBEDDED LEASES UNDER ASC 842

Since prior to ASC 842, operating leases were not capitalized, embedded leases had very little impact on overall financial statements. After all, if a lease contained utility charges, tax pass-throughs, and other services such as admin support, *did it really matter?* It was all part of occupancy costs on the income statement. Under ASC 842, it becomes increasingly more important to truly understand the terms of each agreement. As a result, it's now imperative to:

- *Examine all contracts to find any embedded leases within them.*
- *Separate the lease components (for use of assets) from non-lease components (payments for the service) within the contract.*

The way a lease is written could significantly impact embedded leases. If a lease is a gross lease, whereby property taxes and common area costs (*i.e., snow removal*) are part of a fixed rate lease, ASC 842 provides for a practical expedient allowing these costs to be considered part of the lease, which means there's no need to separate out these costs before calculating a ROU asset. If, on the other hand, a lease is a net lease, whereby property taxes and other costs are variable and billed separately, these would be excluded from the lease and the calculation of the ROU asset. Even so, for companies that enter into collaborative agreements for space that include such items as secretarial support, supplies, fieldtrips, coverage, etc., it must be determined how much of the monthly payment is for the space cost and how much is for the additional services built into the agreement.

IMPACT OF COVID-19 ON LEASE ACCOUNTING

Pursuant to ASC 842, constant reevaluation of an ROU asset is needed as changes in lease terms, intentions with respect to leases, use of assets, and more could have an impact on the carrying value of the ROU asset and related liability. The COVID pandemic and the push for more remote work and flexible work environments has significantly changed the way that many businesses have looked at their operations and could also result in changes in lease terms, certain rental concessions, decisions to not renew or to cancel certain leases, etc. Once ASC 842 is adopted, one will need to evaluate any lease related decisions (*real property and equipment*) and determine the impact that these decisions will have on the valuation of ROU assets.

OTHER CONSIDERATIONS

Adoption of ASC 842 will dramatically impact many companies' balance sheets, adding significant levels of assets and related debt. These changes in financial position will result in increased debt levels which could impact debt-to-equity ratios, liquidity ratios, and more. These could negatively impact debt covenants. Furthermore, many debt agreements put limitations on the ability to enter into debt without approval. As leases under ASC 842 now are reflected as obligations on balance sheets, this could theoretically pose a problem every time a company attempts to enter into an equipment or property lease. It is important to discuss with bankers and lenders to work through changes in debt covenants in consideration of the impact of ASC 842. It is important to get ahead of the curve and discuss this with them before they are surprised by a dramatic change in presentation.

CLOSING REMARKS

For those organizations that own their own buildings and rent most of their equipment under finance leases, the impact of ASC 842 may not be significant, but for the rest of the population, ASC 842 will dramatically change financial pictures. The calculations under ASC 842 are extensive and difficult to implement, and application is retroactive, so it will impact not just the year of adoption, but the prior year (*opening retained earnings/equity*) also. We encourage all business to analyze all leases now, before ASC 842 is required, to understand the full impact it will have, and to provide for appropriate time to work through this with the necessary stakeholders to avoid issues or surprises later. ASC 842 will ultimately provide a better picture of commitments and obligations and provide greater transparency of financial positions and obligations. This is a significant positive from a transparency perspective; however, it will also require quite an effort to implement and educate financial statement users about the changes. Now is the time to start preparing.

TED CAMPBELL, CPA, CGFM, CGMA
MANAGER

BUILDING YOUR BRIDGE TO MONETIZATION™



Remember when you first started your business? Young, maybe a little naïve, willing to take the necessary risks, not knowing if success or failure was in your future. Fast-forward to today; you have built a successful company that has provided your family and others a nice lifestyle, financial security, and a mission. At some point in your future, you will be contemplating your exit and the succession of your business. *Will you be ready?* The issue at hand is that most business owners don't really know what it takes to monetize their business since most have never done it before. In fact, 48% of business owners who want to exit their business have no exit strategy (smallbiztrends.com).

BUILDING YOUR BRIDGE

There is a huge gap between actively running a business on a daily basis and successfully monetizing your business and sailing off into the sunset. You need to build a bridge to cover the gap. I call it your Bridge to Monetization and it takes time and a lot of focus while running your business.

Like a physical bridge, Your Bridge to Monetization™ needs a well-thought-out design, a strong foundation, and has multiple stakeholders to ensure a successful exit. In this case, your stakeholders are you, your management team, your employees, your advisors, and possibly your partners if you have them.

It takes time, unwavering focus while running your business, hard work, and a well-qualified team of experts with exit planning experience. All these components make for great success. However, to achieve true success, you will need a process that guides you and your stakeholders. The process can be as easy as one, two, three - *Build Value, Protect Value, and Monetize Value*.

THE PROCESS

Having an exit process helps business owners and their team stay focused on the goal. It streamlines the many requirements to prepare for an exit and it helps avoid important items falling through the cracks. A simple 3-step process of Build Value, Protect Value, Monetize Value incorporates many factors that are at play in an exit strategy.

STEP 1: BUILDING VALUE

Identify and maximize your value drivers, assimilate the value of goodwill to your valuation, and emphasize the clarity of your brand and your internal and external messaging. The first step is to benchmark value (*more on benchmarking to follow*).

STEP 2: PROTECTING VALUE

Focus on locking-down and incentivizing your key team members, protect against tax erosion (*pre and post-sale*), theft, and identify and address all possible risks that could de-rail your business prior to an exit.

STEP 3: MONETIZING VALUE

Analyze and evaluate all your internal and external monetization options and strategies. This could include internal monetization options like creating a family legacy if family is involved or selling to your management team. It could also mean selling your business to a private equity firm, a strategic sale, or a financial sale. Another alternative may be selling your stock to an ESOP which may be the best thing for you and your business.

BENCHMARKING YOUR BUSINESS VALUE

At the very beginning of the exit planning process, you need to benchmark value. It is a critical step that is often overlooked by owners, yet they seek to maximize value at the end of the process. If you are going to maximize value at the end, you need to know the true value of your business at the beginning of the process.

Unfortunately, most business owners don't know the real value of their business. Even those that are immersed in the financials may have a false sense of what their business is worth. Like real estate, it's only worth what someone else is willing to pay for it. However, focusing on increasing value 2-3 years prior to your exit (*by identifying and enhancing your company's value drivers*), just may increase the sale price.

When benchmarking value, you want to get an independent appraisal that is not colored by your personal judgment and emotions. A professional advisor can review your financials with you but look at them through the eye of an investor or buyer.

BUSINESS EXIT VS BUSINESS SUCCESSION

Business exit is different from business succession in that business exit focuses on the business owner's exit, where business succession focuses on the succession of the company and its employees. Both are very important, however how important will be determined by the plan and its execution. Building your Bridge to Monetization™ requires determination and a true understanding of your monetization options, some which may not be easily visible to you. That is why you need a qualified team of exit planning experts.

THE BUSINESS EXIT CHALLENGE

To find out if you are ready and prepared, take the business exit challenge. By answering a range of pointed business exit questions and receiving the accompanying free report, it will provide greater insights on your readiness for your future exit (clearadvicebusinessquiz.com).

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Eric holds the designation of Certified Exit Planner CExP™, as well as Chartered Financial Consultant (ChFC®), Chartered Advisor in Philanthropy (CAP®) and Chartered Life Underwriter (CLU®). Eric has over 36 years of experience working with business owners on a national basis.



ENERGY TAX CREDITS



Many contractors are always looking for different ways to expand and grow. Energy efficiency incentives have been on the rise for years and many developers are looking to include these in upcoming projects both as responsible corporate citizens and to unlock these incentives. Further, many contractors themselves may benefit from these incentives in buildings they own themselves. As taxes can represent a significant expense for everyone, finding credits that can help offset taxes can often increase the ROI on investments.

SOLAR INVESTMENT TAX CREDIT

One of the most popular programs is the **Solar Investment Tax Credit (ITC)**. Most people are familiar with these for residential purposes (*done under IRC Section 25D*), however, there is also a commercial ITC under Section 48.

The ITC is calculated based on the amount that was spent on eligible expenses times a credit rate. Eligible expenses include the Solar photovoltaic panels and related components (*racking, inverters*), installation costs, transformers, circuit breakers, and energy storage devices. The credit is earned the year the system is placed in service. If the construction began before 2020, the credit amount would be 30% of the cost. For projects that started in 2020 through 2022, the credit percentage would go to 26%. For projects started in the upcoming 2023 year the amount drops to 22%, and in 2024 the credit amount drops to 10% and will continue at 10%, barring any changes from congress.

In addition to the credit itself, the solar panels also are depreciation eligible. Solar panels are considered 5-year property by the IRS and is subject to depreciation. The basis (*or value*) for depreciation is reduced by 50% of the ITC claimed. As 5 year property, it can either be depreciated using a straight line (*20% per year for 5 years*), MACRS (*which accelerates the depreciation in year 2 and reduces year 3-5*), or bonus depreciation – which is currently at 100% in year 1 for 2022 and dropping to 80% in the year 2023.

Beyond one's use in their own property, a contractor should also be aware of these credits for any projects they are currently working on. A new construction or rehabilitation project can provide an opportunity to install these eligible units and help to unlock value for the project sponsor. Having a knowledge of this will certainly give contractors an edge. Additionally, much like other tax credits (*Low Income Housing Tax Credit*), there are funds that are looking to monetize these credits by providing investment into solar projects that generate these credits for high-net-worth individuals or corporations as a form of tax equity financing. While there may some obstacles to utilizing these credits, the estimated yield is between 7-16% and shows that these projects may be here to stay.

ELECTRIC VEHICLES

Plug-in electric cars have become more popular over the past decade. Originally somewhat a novelty, nearly all manufacturers offer various electric cars and have expanded past the compact models to various sizes, including many commercial vehicles. Various government programs in different states and at the federal level are pushing for electric vehicles by 2030 to compose the majority of new cars. It has been estimated that an electric vehicle would save somewhere between \$2,000 – 4,000 per year in fuel costs (*obviously dependent on miles driven, the type of vehicle, and driving patterns*). Further, there is a potential tax credit available for purchases of these vehicles.

The Plug-In Electric Vehicle Credit is offered under IRC Section 30D and allows for a credit of up to \$7,500 for the purchase (*not lease*) of a new electric vehicle. In order to unlock the full value of the credit, the car must be purchased before the manufacturer reached its 200,000th sale and produce a certain amount of its propulsion energy (*based on kilowatt-hours*) drawn from battery capacity. For vehicles purchased after the 200,000 goal is reached, each period after the tax credit gets reduced by half and then ultimately phases out. For the first 2 quarters, after this goal is reached, the full credit is reduced from \$7,500 to \$3,750, and then to \$1,875 for the next 2 quarters until fully phased out. [A listing of the available credit for each make and model is available here.](#)

Much like the ITC, this credit is a dollar-for-dollar reduction of federal tax liability. The credit is claimed on Form 8936 and would either offset federal income tax (*for a corporation*) or personal income tax (*for a pass-through entity owner*). Some proposals in 2021/2022 called for a major overhaul to this credit, including limiting the claim based on the income of the purchaser; however, to date, these have not yet passed.

OTHER CREDITS AND INCENTIVES

While the above 2 programs are the most prevalent programs on the federal level for tax credits, other programs have existed in the past. These programs are often enacted for short periods of time and then continually renewed as part of the “*extenders*” tax packages. These have included the IRC Section 30C Alternative Fueling Property Credit (*expired 2021*) and biofuel-related credits. These often find a way to pop back up retroactively. There was also a renewed focus on new credits in recent proposed (*but not enacted legislation*), making this a continually evolving area.

As contractors, taking advantage of tax credits is important to your business and can provide a boost for “*going green*.” Knowing which EVs would give you the most tax credit or if you should begin that solar panel construction is important to obtaining the most credits for your investment. As the years progress, the tax credit will dissipate, initiating these projects and investments now will benefit you the most now.

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