

**Reconstruction of Retaining Wall  
 Canal Pointe Blvd.**

**BID DOCUMENT SUBMISSION CHECKLIST**






**TOWNSHIP OF WEST WINDSOR**

(Pursuant to N.J.S.A. 40A:11-23.1b)

**A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)**

Required with  
 Submission of Bid  
 By State Statute
















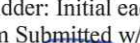
Bidder:  
 Initial each item  
 Submitted with Bid

<input checked="" type="checkbox"/>	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	
<input checked="" type="checkbox"/>	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	
<input checked="" type="checkbox"/>	A listing of subcontractors as required by N.J.S.A. 40A:11-16	
<input checked="" type="checkbox"/>	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	
<input checked="" type="checkbox"/>	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	

**B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION**

West Windsor Requires  
 w. Submission of Bid

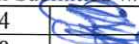



Bidder: Initial each  
 Item Submitted w/ Bid

<input checked="" type="checkbox"/>	Bid Document Submission Checklist	
<input checked="" type="checkbox"/>	Completed and signed Bid Forms and Items	
<input checked="" type="checkbox"/>	Acknowledgement of receipt of changes to Bid document Form (if required)	
<input checked="" type="checkbox"/>	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	
<input checked="" type="checkbox"/>	Contractors Qualification Questionnaire	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit (must be notarized)	
<input checked="" type="checkbox"/>	Mandatory Equal Employment Opportunity Language (must be notarized)	
<input checked="" type="checkbox"/>	Agreement	
<input checked="" type="checkbox"/>	Hold Harmless Agreement	
<input checked="" type="checkbox"/>	Prevailing Wage Affidavit	
<input type="checkbox"/>	Payment Bond	
<input type="checkbox"/>	Performance Bond	
<input type="checkbox"/>	Maintenance Bond	
<input type="checkbox"/>	Contractor's Affidavit	
<input type="checkbox"/>	Contractor's Release	
<input checked="" type="checkbox"/>	Americans with Disabilities Act	

**C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION**

West Windsor Requires  
 At Award

Bidder: Initial each  
 Item Submitted w/ Bid

<input checked="" type="checkbox"/>	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	
<input checked="" type="checkbox"/>	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	
<input checked="" type="checkbox"/>	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	

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**D. SIGNATURE:** The undersigned hereby acknowledges reading and submitting the above listed requirements

Name of Bidder: \_\_\_\_\_ SDW Construction, Inc  
By Authorized Representative: \_\_\_\_\_ 251 Tennent RD  
Signature: \_\_\_\_\_ Morganville, NJ 07751 *WINSTON LEWIS*  
Print Name and Title: \_\_\_\_\_ *President*  
Date Signed: \_\_\_\_\_ *4/29/2026*

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**BID FORM and BID ITEMS**

TO: The Township of West Windsor  
P. O. Box 38  
271 Clarksville Road  
Princeton Junction, New Jersey 08550

RE: **WEST WINDSOR TOWNSHIP  
RECONSTRUCTION OF RETAINING WALL  
CANAL POINTE BLVD.**

This Bid will not be accepted after **2:30 pm** prevailing time on **May 19, 2026** at which time all Bids will be publicly opened and read.

SDW Construction, Inc  
251 Tennent RD  
Morganville, NJ 07751

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Name of Firm Submitting Bid

The following Bid is hereby made to the Township of West Windsor.

The undersigned Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the work specified.

The undersigned Bidder has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where work is to be performed, and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the Contract Documents or by the Owner or Engineer, carries no guarantee expressed or implied as to its completeness or accuracy and has made all due allowances therefore; and understands that the quantities of work tabulated in this Bid or indicated on the Plans or in the Specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder declares that this Bid is made without connection with any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the prices bid, for all items, shall apply to actual quantities required, approved, and used during construction of the project, including addenda, change orders and supplemental agreements.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute within ten (10) days after receipt of notification that the Contract Documents are ready

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for signature, the required Contract Agreement and the required Contract Bonds and Insurance Certificates, of which Contract this Bid, the Plans for the work, and the Specifications as above indicated, shall be a part.

The undersigned understands that the Owner reserves the right to reject any or all Bids or to waive any informality or technicality of any Bid in the interest of the Owner.

Accompanying this Bid is a Bid Bond, Cashier's Check or a certified Check in the sum of ten (10%) percent of the amount of the Bid, or \$20,000.00, whichever is less, payable to the Owner as a guarantee that the Agreement will be executed. A Performance Bond, and the specified insurance certificates, will be furnished within ten (10) days after receipt of notification that the Contract Agreements are ready for signature.

If this Bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the Bidder, the difference between the amount specified in the Bid and the amount for which the Owner may contract with another party to perform the work covered by said Bid, if the latter amount be in excess of the former.

If this Bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this Contract within the time limit specified in the Agreement section of these specifications.

The following Bid Schedule will be completed in ink or typewritten. The amount of each Bid Item shall be written in both words and figures with the extensions in figures only. In the case of a discrepancy, the amount written in words will govern. The successful Bidder will be required to furnish a Bid Breakdown for lump sum items as indicated in the "Instructions to Bidders."

<u>ITEM #</u>	<u>SPEC. REFER.</u> <u>FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM &amp;</u> <u>PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Division 1 Section 01601	MOBILIZATION 1 LUMP SUM @ \$ 15,000 <u>FIFTEEN THOUSAND</u> (Write out price)	\$ 15,000
2	SC Section 6	SITE CLEARING 1 LUMP SUM @ \$ 4,500 <u>FOUR THOUSAND FIVE HUNDRED</u> (Write out price)	\$ 4,500
3	TC Section 6	TRAFFIC CONTROL 1 LUMP SUM @ \$ 3,500 <u>THREE THOUSAND FIVE HUNDRED</u> (Write out price)	\$ 3,500

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<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM &amp; PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
4	RW Section 6	RECONSTRUCTION OF SEGMENTAL BLOCK UNIT RETAINING WALL (USING EXISTING BLOCK UNITS) 1 LUMP SUM @ \$ <i>THIRTY NINE THOUSAND</i>	\$ <i>39,000</i>
		(Write out price)	
5	CC Section 6	REMOVE AND REPLACE CONCRETE CURB 8 LINEAR FEET @ \$ per LF <i>75<sup>00</sup></i> <i>SEVEN FIVE</i>	\$ <i>600</i>
		(Write out price)	
6	CS Section 6	REMOVE AND REPLACE CONCRETE SIDEWALK 690 SQUARE FEET @ \$ <i>14<sup>00</sup></i> per SF <i>14<sup>00</sup></i> <i>FOURTEEN</i>	\$ <i>9,600</i>
		(Write out price)	
7	CS Section 6	ADA RAMP DELINEATION 16 SQUARE FEET @ \$ <i>31<sup>00</sup></i> per SF <i>31<sup>00</sup></i> <i>THIRTY ONE</i>	\$ <i>496</i>
		(Write out price)	
8	TS Section 5	MAGNOLIA X SOULANGEANA – SAUCER MAGNOLIA 8'-10' B&B 1 UNIT @ \$ <i>625</i> per UNIT <i>SIX HUNDRED TWENTY FIVE</i>	\$ <i>625</i>
		(Write out price)	
9	TS Section 5	BUXUS SEMPERVIRENS – COMMON BOXWOOD 18"-24" HT. #3 CAN 8 UNITS @ \$ <i>190</i> per UNIT <i>ONE HUNDRED NINETY</i>	\$ <i>1,520</i>
		(Write out price)	

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<u>ITEM #</u>	<u>SPEC. REFER.</u>	<u>BRIEF DESCRIPTION OF ITEM &amp; PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
10	TS Section 6	ILEX 'GREEN' LUSTRE - GREEN LUSTRE HOLLY 18"-24" HT. #3 CAN 6 UNITS @ \$ <u>325</u> per UNIT <u>THREE HUNDRED TWENTY FIVE</u> (Write out price)	\$ <u>1,950</u>
11	TS Section 5	ARONIA ARBUTIFOLIA - RED CHOKEBERRY 30"-36" HT. #5 CAN 6 UNITS @ \$ <u>290</u> per UNIT <u>TWO HUNDRED NINETY</u> (Write out price)	\$ <u>1,740</u>
12	SR Section 6	6" TOPSOIL, SEED, FERT., LIME, MULCH AND TACK 1,111 SQUARE YARD @ \$ <u>4<sup>00</sup></u> per SY <u>FOUR</u> (Write out price)	\$ <u>4,444</u>
13	Division 1 Section 01604	UNIFORM TRAFFIC CONTROL OFFICER 240 HOURS @ \$200.00 per HOUR <u>TWO HUNDRED DOLLARS PER HOUR</u> (Write out price)	\$48,000.00
<b>TOTAL PRICE BID (Items 1-13)</b>		<u>ONE HUNDRED THIRTY ONE THOUSAND THIRTY FIVE</u> (Write out total)	\$ <u>131,035</u>

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If a Corporation,

Name of Contractor SDW Construction, Inc  
251 Tennent RD  
Morganville, NJ 07751

Signature of Bidder  WINSTON LEONARD PRESIDENT  
Name Title

Business Address SDW Construction, Inc  
251 Tennent RD  
Morganville, NJ 07751

Incorporated under the Laws of the State of \_\_\_\_\_

President WINSTON LEONARD PRESIDENT  
(Name) (Title)


Secretary \_\_\_\_\_  
(Name) (Title)

Treasurer \_\_\_\_\_  
(Name) (Title)

Dated: 4/29/2020

(Affix Corporation Seal Here)

If a Partnership, Individual, or Non-Incorporated Organization,  
Name of Company SDW Construction, Inc  
251 Tennent RD  
Morganville, NJ 07751

Signature of Bidder  WINSTON LEONARD PRESIDENT  
(Name) (Title)

Names and Addresses of Members of Company

WINSTON LEONARD 100% SDW Construction, Inc  
251 Tennent RD  
Morganville, NJ 07751

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**ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA  
 TO BID DOCUMENTS FORM**  
 TOWNSHIP OF WEST WINDSOR  
**RECONSTRUCTION OF RETAINING WALL  
 CANAL POINTE BLVD.**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid proposal may be subject for rejection of the Bid.

West Windsor Township Reference Number or Title of Addendum/Revision		How Received (mail, fax, pick- up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description <i>None</i>			

**Acknowledged by Bidder** SDW Construction, Inc  
 251 Tennent RD  
 Name of Bidder: Morganville, NJ 07751

By Authorized Representative: WINSTON LEONARDO

Signature: 

Print Name and Title: WINSTON LEONARDO PRECIEDO

Date: 4/29/2026

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**SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS**

IF THE PROJECT'S SCOPE OF WORK INVOLVES SPECIALTY TRADE CATEGORIES, PLEASE LIST SUBCONTRACTOR INFORMATION AND/OR SUB-SUBCONTRACTOR INFORMATION BELOW.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

Each Bidder shall set forth in the Bid, the names, addresses and license numbers (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A General Contractor that intended to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

All Bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other legal firm or legal entity. Accordingly, if a Bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the Bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3 in the entity submitting the bid. Alternately, if a Bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3.

If the project's scope of work involves specialty trade categories, the General Contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the General Contractor himself rather than through the utilization of a subcontractor shall write the words "**IN-HOUSE**" next to each applicable category and then insert the name, and the license number where required, of each such employee of the General Contractor or the General Contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the specialty trade categories, please write the word "**NONE**" in the appropriate space provided.

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**LIST OF SUBCONTRACTORS**

SDW Construction, Inc  
251 Tennent RD  
Morganville, NJ 07751

TITLE OF BID: REC'D OF RETAIN WALL  
CANAL POINTE BLVD

NAME OF BIDDER: \_\_\_\_\_

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area
	<u>No Subs</u>			

Plumbing and Gas Fitting and All Kindred Work:

Name \_\_\_\_\_ Phone # \_\_\_\_\_  
 Address \_\_\_\_\_  
 License Number \_\_\_\_\_

Electrical Work:

Name \_\_\_\_\_ Phone # \_\_\_\_\_  
 Address \_\_\_\_\_  
 License Number \_\_\_\_\_

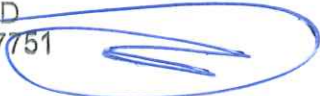
No Subs

Structural Steel and Ornamental Iron Work:

Name \_\_\_\_\_ Phone # \_\_\_\_\_  
 Address \_\_\_\_\_

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work:

Name \_\_\_\_\_ Phone # \_\_\_\_\_  
 Address \_\_\_\_\_



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**BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT  
DEBARRED, SUSPENDED AND DISQUALIFIED  
BY THE STATE OF NEW JERSEY**

TOWNSHIP OF WEST WINDSOR  
COUNTY OF MERCER


I, WINSTON LEONARDO of the Municipality of MORGANVILLE in the County of MORGANVILLE and the State of NEW JERSEY of full age, being duly sworn according to the law on my oath depose and say that:

I am President, an officer of the firm of Proposal for the above-named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of Treasury, Division of Property Management & Construction list of Debarred, Suspended and Disqualified bidders and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the Township relies upon the truth of the statements contained in said Proposal and in the statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's list of Debarred, Suspended and Disqualified bidders list at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Township shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the Bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor violates any statute or regulations as enumerated in N.J.A.C. 17:12-6.3 or N.J.A.C. 7:1D-2.2.

SDW Construction, Inc  
251 Tennent RD  
Name of Contractor (Type or Print)  
Morganville, NJ 07731

 President  
Signature/Title

Subscribed and Sworn before me this  
29<sup>th</sup> Day of April, 2026

WINSTON LEONARDO  
(Type or Print Name of Affiant)

  
Notary Public  
My Commission Expires 6/13/31

Patricia J. Houston  
NOTARY PUBLIC  
State of New Jersey  
ID # 2405372  
My Commission Expires 06/13/2031

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**CONTRACTOR'S QUALIFICATION QUESTIONNAIRE**

The Bidder is requested to provide the following information:

Date of Organization of Company: SDW Construction, Inc  
251 Tennent RD  
Name and address of Officers: Morganville, NJ 07751  
President: WINDSOR LEONARD  
Vice President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

**CONTRACTOR'S EXPERIENCE**

1. How many years has your organization been in business as a general contractor under your present business name? 5 YEARS
2. How many years' experience in this type of construction work has your organization had? 5 YEARS
3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ _____	_____	_____
B.	\$ <u>SEE</u>	<u>ATTACHED MEMO</u>	_____
C.	\$ _____	_____	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

Names, Addresses and Telephone Numbers of References for the items listed above:

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	_____	_____
B.	<u>SEE ATTACHED MEMO</u>	_____
C.	_____	_____
D.	_____	_____
E.	_____	_____

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4. Have you ever failed to complete any work awarded to you (within the last ten years)? No  
If so, where and why? \_\_\_\_\_

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? No  
If so, where and why? \_\_\_\_\_

Did this other contracting organization ever fail to complete any work awarded to it (within the last ten years)? \_\_\_\_\_  
If so, where and why? No

6. Give list of uncompleted contracts presently held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
<u>ROCKHOLD TOWNSHIP</u>	<u>PATH / PARK / PAVINGS</u>	<u>\$ 596,000</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

7. State approximately the largest amount of work you have done in any one year (within the last ten years) of a similar nature to the work being bid on.  
1,000,000

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)  
SEE ATTACHED 100% OWNED

9. Has any lien been filed in connection with a construction project handled by your organization based on allegations of nonpayment against your organization (within the last five years)? No If YES, state the name of the company filing the lien, the amount of the lien, and whether or not the lien was discharged on a separate piece of paper.



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10. During the previous five (5) calendar years, has your organization failed to pay a subcontractor or supplier for work satisfactorily performed within thirty (30) days of receiving payment from the owner or client for that work? No If YES, provide information regarding all payment delays on a separate piece of paper and attach to this Questionnaire.

Bidders and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract.



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NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :  
COUNTY OF MONMOUTH :

I, WINSTON LEONARD of the (City, Town, Township, Borough, etc.)  
of MORGANVILLE in the County of MONMOUTH and  
the State of NEW JERSEY of full age, being duly sworn  
according to law on my oath depose and say that:

I am President SDW Construction, Inc  
251 Tennent RD  
Morganville, NJ 07751  
of the firm of \_\_\_\_\_  
the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full  
authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated in  
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the  
above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct,  
and made with full knowledge that the \_\_\_\_\_ relies upon the truth of the statements  
contained in said Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s) or selling agency has been employed or retained to solicit, or secure  
such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee  
except bona fide employees or bona fide established commercial or selling agencies maintained by:

SDW Construction, Inc  
251 Tennent RD  
Morganville, NJ 07751  
(Name of Bidder)  
WINSTON LEONARD  4/29/2026  
(Also type or print name of affiant under signature)

Subscribed and sworn to before me this  
29th day of April, 2026.

Notary Public of NEW JERSEY  
My commission expires 6/13, 2031.

Patricia J. Houston  
NOTARY PUBLIC  
State of New Jersey  
ID # 2405372  
My Commission Expires 06/13/2031

**STATEMENT OF OWNERSHIP DISCLOSURE**

**Reconstruction of Retaining Wall  
Canal Pointe Blvd.****(REVISED 4/10)****EXHIBIT B****MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)****N.J.A.C. 17:27-1.1 et seq.****CONSTRUCTION CONTRACTS**

During the performance of this contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Department of Labor & Workforce Development (Dept. of LWD), Construction EEO Monitoring Program, may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the Contractor or

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**EXHIBIT B (Cont.)**

subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and

**Reconstruction of Retaining Wall  
Canal Pointe Blvd.**

other approved referral sources in the area;

**EXHIBIT B** (Cont.)

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:

(i) The Contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) The Contractor or subcontractor agrees to keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The Contractor or subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and

Reconstruction of Retaining Wall  
Canal Pointe Blvd.

**EXHIBIT B** (Cont.)

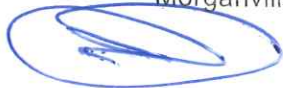
women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The Contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signed by SDW Construction, Inc  
251 Tennent RD  
Successful Bidder / Contractor  
Morganville, NJ 07751



WILSON LEONARD  
PRESIDENT

Signed, sealed and delivered  
in the presence of Patricia Houston

  
(Notarized)

Patricia J. Houston  
NOTARY PUBLIC  
State of New Jersey  
ID # 2405372  
My Commission Expires 06/13/2031

**Reconstruction of Retaining Wall  
Canal Pointe Blvd.**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all Bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the Bid or proposal.

Name of Organization: SDW Construction, Inc  
251 Tennent RD  
Morganville, NJ 07751

Organization Address: \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein, or of all members in the limited liability company who own a ten (10%) percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION.)**

**OR**

No one stockholder in the corporation owns ten (10%) percent or more of its stock, of any class, or no individual partner in the partnership owns a ten (10%) percent or greater interest therein, or no member in the limited liability company owns a ten (10%) percent or greater interest therein, as the case may be. **(SKIP TO PART IV.)**



SDW Construction, Inc  
251 Tennent RD  
Morganville, NJ 07751

**Reconstruction of Retaining Wall  
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(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
West Windsor Township 100%	SDW Construction, Inc 251 Tennent RD Morganville, NJ 07751

**Part III DISCLOSURE OF TEN (10%) PERCENT OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a ten (10%) percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a ten (10%) percent or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s


**Please list** the names and addresses of each stockholder, partner or member owning a ten (10%) percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten (10%) percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

**Reconstruction of Retaining Wall  
Canal Pointe Blvd.**

<b>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</b>	<b>Address</b>

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Bidder/proposer; that the Township of West Windsor is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township of West Windsor, permitting the Township of West Windsor to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	WINSTON LEONARDO	Title:	PRESIDENT
Signature:		Date:	4/29/2026

**Reconstruction of Retaining Wall  
Canal Pointe Blvd.**

**HOLD HARMLESS AGREEMENT**


The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing wage rate laws, the American with Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor the work, or through any act or omission on the part of the Contractor, his agents or employees.

Signed this 18 day of May, 2026

as a binding act in deed of

SDW Construction, Inc

251 Tennent RD  
Morganville, NJ 07751

 WINDSOR LEONARDO Pres.

Authorized Signature & Title

\_\_\_\_\_  
Print Authorized Signature Name & Title

**Reconstruction of Retaining Wall  
Canal Pointe Blvd.**

**PREVAILING WAGE AFFIDAVIT**

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L.1963, Chapter 150 as amended by P.L. 2019 c.158) for contracts entered into with the Township of West Windsor, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor that he may employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all of its officers, agents and employees of and from any and all liability damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

The statute (N.J.S.A. 34:11-56.35 as amended by P.L. 2019 c.158) allows the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

P.L. 2021, c. 301, effective as of May 7, 2022, requires the successful bidder submitting the lowest bid for a contract that is subject to the Prevailing Wage Act, if that bid is 10 percent or more lower than the next lowest bid, to certify to the public body that the prevailing wage rates required by the Act shall be paid.

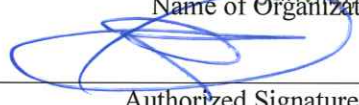
Reconstruction of Retaining Wall  
Canal Pointe Blvd.

Contractor agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.

This PREVAILING WAGE AFFIDAVIT is signed this 18 day of MM, 2020

as a binding act in deed of

SDW Construction, Inc  
251 Tennent RD  
Morganville, NJ 07751  
Name of Organization



Authorized Signature & Title

WINSON LEONARDI President

Print Authorized Signature Name & Title

Certificate Number  
736601

Registration Date: 04/03/2026  
Expiration Date: 04/02/2027



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56, 48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**SDW** Construction, Inc.  
**2020**

Responsible Representative(s):

Winston Leonard, President

Kevin D. Jarvis, Acting Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

**Major Project Contact List**

**SDW Construction, Inc.**

**Last five projects**

	Owner	Project Name	Contact	Year	Total
1	Compass Construction	Church Culvert 5x10x45ft	Gillean Goebel 732-300-8515	2022	\$ 395,000.00
2	Remington Vernick Engineers	Culvert Outfall Inlets Manhole, Pavement	Ryan McGowan 609-680-2152 Rmelington Vernick	2022	\$ 139,000.00
3	French and Parrillo	Radwood Dr Bridge- single span bridge and abutments	Bill Piontek 732-539-3022	2021	\$ 190,000.00
4	Remington Vernick Engineers	RCP Culvert Manhole headwall-Outfall	Andrew Yoder 856-795-9395	2022	\$ 50,900.00
5	Remington Vernick Engineers	RCP Culvert Manholes Concrete -Outfall	Matt Megill 856-651-9253	2023	\$ 121,150.00
6	Owen Little and Associates	480 LF of Bulkhead Ship Bottom NJ	Greg Kurie 908-278-7252	2023	\$ 465,000.00
7	Van Cleef Engineers	Install Walking path-Asphalt, pourous	Mike Caggliano 862-485-1632	2023	\$ 165,000.00
8	Remington Vernick Engineers	Install Piles -Girders-Decking	Steve Williams 609-680-8828	2024	\$ 179,000.00
9	CME Associates	Outfall -24 inch	Justin Davies 732 962 2884	2024	\$ 82,000.00
10	Remington Vernick	Appaloosa Drainage stabilization outfall- Envirolocl Wall	George Adams 856-795-9595	2024	\$ 185,000.00
11	Griffin Engineering	Wells Fagro underpinning and foundations	Joe Griffin 908-770-8320	2024	\$ 35,000.00
12	French and Parrillo	Decommission of Dam Monmouth County Engineering	Chris Marx 732 252 5810	2024	\$ 98,000.00
13	Remington Vernick	23rd 22nd street access -Piles decking concrete repair	Steve Williams 609-680-8828	2024	\$ 198,000.00
14	Owen Little Associates	98 LF bulkhead Toms River MUA	Greg Kurie 908-278-7252	2024	\$ 172,000.00
15	Griffin Engineering	Install culvert and inlet Popowich	Joe Griffin 908-770-8320	2024	\$ 45,000.00
16	Gilmore Engineering	Install Retaining wall City of Lambertville	Doug Rossini 267-337-6882	2025	\$ 65,000.00
17	In House Freehold Township	Durand Park Concrete-Pavers-Pathway	Mike Ventresca 908-770-2334	2025	\$ 598,000.00
18	Pennoni Engineering	Spring Garden Park-Retention Basin Pavement trail	Bryan Clark 856-656-2991	2024	\$ 90,340.00
19	Design Build	Monmouth County Parks-Pavillion-Sitework-Concrete	Maryam Tronco 732-842-4000	2025	\$ 214,000.00

**Reconstruction of Retaining Wall  
Canal Pointe Blvd.  
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
**SDW Construction, Inc.,** **American Surety Company,**  
251 Tennent Road, Suite 203, Morganville, NJ 07751 as Principal, and 201 East 5th Street, Cincinnati, OH 45202 as Surety, are

hereby held and firmly bound unto the **Township of West Windsor**, as Owner, in the Penal Sum of  
Ten Percent (10%) of amount bid  
not to exceed \$20,000.00 (\$ XXXXXXXXXXXXXXXXXX) for the payment of which, well and truly to be  
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, 19th day of May, 2026.

The condition of the above obligation is such that whereas the Principal has submitted to the Township of West Windsor a certain Bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

**RECONSTRUCTION OF RETAINING WALL  
CANAL POINTE BLVD.**

NOW THEREFORE,

- A) If said Bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: [Signature]  
Sandra Leonards  
 Witness

BY: [Signature]  
Tori Sullivan, Witness

[Signature]  
**SDW Construction, Inc.**  
 Principal

[Signature]  
**American Surety Company**  
 Surety

[Signature]  
**Gemma Doster, Attorney-in-Fact**

**Reconstruction of Retaining Wall  
Canal Pointe Blvd.**

**CONSENT OF SURETY**

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the Bidder is awarded the contract that the Surety Company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the Surety to issue on behalf of the Bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents, i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of Bid if omitted from Bid package.
4. Must not contain any provision that would serve to limit the Surety's liability to the "spread to second" Bidder in the event the Bidder fails to enter into a contract upon award.

**WORDING IS AS SHOWN BELOW:**

**CONSENT OF SURETY**

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

American Surety Company Insurance Company,  
Name  
201 East 5th Street, Cincinnati, OH 45202  
Address

exists under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) Township of West Windsor for (Project) Reconstruction of Retaining Wall Canal Pointe Blvd

is awarded to (Bidder) SDW Construction, Inc. the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this 19th day of May, 20 26.

American Surety Company INSURANCE COMPANY  
(Name)  
By Gemma Doster  
(Name)  
**Gemma Doster, Attorney in Fact**

**NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATION**  
(Pursuant to N.J.S.A. 2A: 44-143)

**American Surety Company**, surety on the attached bond, hereby certifies the following:

1. The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2024, which amounts have been certified as indicated by certified public accountants, Ernst & Young LLP, 221 E. 4th Street, Suite 2900, Cincinnati, OH 45202, and are included in the Annual Statements on file with the National Association of Insurance Commissioners and the New Jersey Department of Insurance (20 West State Street, CN-325, Trenton, NJ 08625-0325):

Surety Company	Capital	Surplus
<b>American Surety Company</b>	\$1,827,844	\$502,668,502

American Surety Company has a current rating from A.M. Best Company of A (Excellent).

3. (a) **American Surety Company** has received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, and the underwriting limitation per bond established therein on December 5, 2025 is \$50,267,000.

(b) With respect to which each surety participating in the issuance of the attached bond that has not received such certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of the surety as established pursuant to R.S. 17:18-9 is as follows:

\_\_\_\_\_  
\_\_\_\_\_

4. The amount of the bond to which this statement and certification is attached is \$ Ten Percent (10%) of amount bid **not to exceed \$20,000.00**.

**CERTIFICATE**

I, **Gemma Doster**, as Attorney-in-Fact for **American Surety Company** a corporation domiciled in Indiana, DO HEREBY CERTIFY that, to the best of my knowledge the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID.

  
\_\_\_\_\_

(Signature of certifying agent)

Attorney-in-Fact

(Title of certifying agent)

**Gemma Doster**  
\_\_\_\_\_

(Printed name of certifying agent)



American Surety Company  
 201 East 5th Street, 12th Floor  
 Cincinnati, OH 45202

# Financial Statement

December 31, 2025

Admitted Assets

BONDS	6,107,075
STOCKS	514,093,233
CASH	12,862,780
CASH AND INVESTED ASSETS	<u>533,063,088</u>
INVESTMENT INCOME DUE AND ACCRUED	81,966
PREMIUMS AND AGENT BALANCES IN THE COURSE OF COLLECTION	1,724,909
FEDERAL INCOME TAX RECEIVABLE	2,687,145
OTHER ASSETS	35,220
<b>TOTAL ADMITTED ASSETS</b>	<b><u><u>537,592,328</u></u></b>

Liabilities

UNEARNED PREMIUM	8,169,028
LOSSES AND LOSS ADJUSTMENT EXPENSES	5,583,718
RESERVE FOR TAXES	816,667
OTHER LIABILITIES	29,198,630
<b>TOTAL LIABILITIES</b>	<b><u><u>43,768,043</u></u></b>

Capital and Surplus

COMMON CAPITAL STOCK	1,827,844
GROSS PAID IN AND CONTRIBUTED SURPLUS	469,964,615
UNASSIGNED FUNDS	22,031,826
<b>TOTAL CAPITAL AND SURPLUS</b>	<b><u><u>493,824,285</u></u></b>
<b>TOTAL LIABILITIES, CAPITAL AND SURPLUS</b>	<b><u><u>537,592,328</u></u></b>

**STATE OF INDIANA  
 COUNTY OF HAMILTON**

I, Paul J. Longstreth, Chief Financial Officer of American Surety Company (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2025, prepared in conformity with the accounting practices prescribed or permitted by the Indiana Department of Insurance.

Sworn before me this March 23rd, 2026

*Paul J. Longstreth*

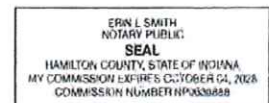
Chief Financial Officer

*Erin L. Smith*

Notary Public

October 4th, 2028

My commission expires



**AMERICAN SURETY COMPANY**  
**Administrative Office: 201 E. 5<sup>th</sup> Street, Cincinnati, Ohio 45202**

The number of persons authorized by this power of attorney is not more than 5.

**POWER OF ATTORNEY**

**Know All Men by These Presents:** That **American Surety Company**, a corporation organized and existing under and by virtue of the laws of the State of Indiana, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.


Name	Address	Limit of Power
Kenneth A. Gelok, Dawn M. Jones, Gemma Doster, Kristin Bevacqua, Thomas S. Caruso	All of Farmindale, NJ	\$ 25,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the **American Surety Company** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7th day of October, 2024.

ATTEST:

By:   
Robert Kuzloski, Secretary




By:   
Timothy D. Martin, President

STATE OF OHIO, COUNTY OF HAMILTON – ss:

On this 7<sup>th</sup> day of October, 2024 before me, personally appeared Timothy D. Martin, to me known, being duly sworn, deposes and says that he is the President of **American Surety Company**, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and the he signed his name thereto by like authority.



**PATRICK J DEMMER**  
Notary Public, State of Ohio  
Commission #: 2023-RE-661396  
My Commission Expires 03-20-28

  
Patrick J. Demmer, Notary Public  
State of Ohio

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **American Surety Company** by unanimous written consent effective October 2, 2024.

*RESOLVED: That the President be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of the President and any Secretary or Assistant Secretary of the Company may be affixed by electronic means to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, Robert Kuzloski, Secretary of **American Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors effective October 2, 2024 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of May, 2026.



  
Robert Kuzloski, Secretary

**This Power of Attorney is not effective unless a Bond Number or the word "Bid" is stated above.**



State of New Jersey  
Department of Banking and Insurance

## **CERTIFICATE OF AUTHORITY**

Date: **May 02, 2025**

NAIC Company Code: **31380**

THIS IS TO CERTIFY THAT THE **AMERICAN SURETY COMPANY**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2026, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

### **13 - Fidelity and Surety**



JUSTIN ZIMMERMAN  
COMMISSIONER, BANKING AND INSURANCE

COMPANY NAME: AMERICAN SURETY COMPANY NAIC COMPANY CODE: 31380

STATUTORY HOME ADDRESS:  
**250 EAST 96TH STREET  
SUITE 202  
INDIANAPOLIS, IN 46240**

**SPECIAL CONDITIONS:**