



*Florida Department of Transportation*

**RICK SCOTT  
GOVERNOR**

District 2 Maintenance Contracts  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

**JIM BOXOLD  
SECRETARY**

January 20, 2017

Proshot Concrete, Inc.  
4158 Musgrove Drive  
Florence, AL 35630

Subject: Contract No. E2S40  
Description: Contract Renewal No. 2

This is the 2<sup>nd</sup> renewal agreement which was executed and dated January 20, 2017. Please retain one executed copy for your records and forward a copy to your surety company.

Sincerely,

A handwritten signature in blue ink that reads "Sandra Brink". The signature is written in a cursive, flowing style.

Sandra Brink  
District Maintenance Contract Manager

Enclosures

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONTRACT RENEWAL**

375-020-23  
CONTRACTS ADMINISTRATION  
OGC - 04/06

Contract No.: E2S40 Renewal: (1st, 2nd, etc.) 2nd  
Financial Project No(s): 41022127246, 4102217227  
County(ies): District-wide

This Agreement made and entered into this 20<sup>th</sup> day of January, 2017, by and between the State of  
(This date to be entered by DOT only.)  
Florida Department of Transportation, hereinafter called "Department", and Proshot Concrete, Inc.  
hereinafter called "Contractor".

**WITNESSETH:**

WHEREAS, the Department and the Contractor heretofore on this 2nd day of February, 2015  
(This date to be entered by DOT only)  
entered into an Agreement whereby the Department retained the Contractor to perform Furnish the necessary  
labor, materials, maintenance of traffic, and equipment to properly and thoroughly perform routine bridge maintenance  
repairs to various structures in the 18 Counties comprising District Two.

\_\_\_\_\_ ; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both  
parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each  
to the other, the parties agree to a renewal of said original Agreement for a period beginning the 3rd day of  
March, 2017 and ending the 2nd day of March, 2018  
at a cost of \$ 1,003,135.00

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day,  
month, and year set forth above.

Proshot Concrete, Inc.

Name of Contractor  
Anthony McDougle, President  
Contractor Name and Title

BY: [Signature]  
Authorized Signature

U.S. Specialty Insurance Company  
Name of Surety

Houston Texas  
City State

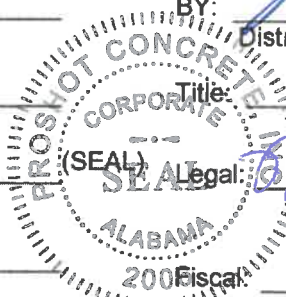
By: [Signature] 1/11/17  
Date  
Florida Licensed Insurance Agent or  
Attorney-In-Fact (Signature) Mark D. Pichowski, Attorney-In-Fact

Countersigned: \_\_\_\_\_  
Florida Licensed Insurance Agent Date

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: [Signature] 1/20/2017  
District Secretary or Designee (Signature)

Title: Director of Operations



Legal: [Signature]  
1-18-17

Approval as to Availability of Funds

**CONTRACT BOND**  
Bond No. 100335458**KNOW ALL MEN BY THESE PRESENTS:** That we, Proshot Concrete, Inc.

(Entity Name) having its principal place of business at 4158 Musgrove Drive, Florence, Alabama 35631  
256-764-5941 (Bidding Office Street Address, City, State, Zip and Phone #)  
 (hereinafter called Principal or Contractor) and U.S. Specialty Insurance Company  
 hereinafter called Surety), duly authorized to do business in the State of Florida, pursuant to the laws of the State of Florida,  
 having its principal place of business at Houston, TX 77040  
 (City, State, Zip) are held and firmly bound unto the State of Florida, in the full and just sum of  
One Million Three Thousand One Hundred Thirty-Five Dollars and No Cents  
DOLLARS (\$ 1003135.00), lawful money of the United States of America, to be paid to the Florida Department  
 of Transportation, to which payment well and truly be made we bind ourselves, our heirs, executors, administrators,  
 successors and assigns, jointly and severally and firmly by these presents; WHEREAS, the above-bound Principal has  
 subscribed to a contract with the State of Florida Department of Transportation (hereinafter called the Department), for  
 constructing or otherwise improving a road(s), bridge(s), and building(s)  
 Furnish the necessary labor, materials, maintenance of traffic, and equipment to properly and thoroughly perform routine bridge  
 maintenance repairs to various structures in the 18 Counties comprising District Two.  
in District-wide County(ies),  
 particularly known as Federal Aid Project No(s): N/A  
 Financial Project No(s) 41022127246, 4102217227 Contract No. E2S40-R2

(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and  
 WHEREAS, it was one of the conditions of the Contract that these presents shall be executed; NOW, THEREFORE, the  
 conditions of this obligation are such that if the above-bound Principal in all respects shall comply with Section  
 337.18(1), Florida Statutes, and shall promptly, faithfully, efficiently, and fully perform the Contract according to plans and  
 specifications as therein referred to and made a part thereof, and any alterations as may be made in said plans and  
 specifications as provided for therein, and within the time period specified, and further, shall remedy any errors in partial  
 or final estimates and any defects which may exist, appear, occur or result in or from said work within a period of two (2)  
 years from the date of final acceptance of the work under the Contract and further if the Contractor shall promptly make  
 payment to all persons furnishing labor, material, equipment, and supplies, and all persons defined in Section 713.01,  
 Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract  
 (See Section 337.18(1) (a)-(f), F.S., for specific "claim" notice and time limitation requirements), and shall promptly pay  
 all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the Contract,  
 and shall be liable to the State in a civil action instituted by the Department or any officer of the State authorized in such  
 cases for double any amount in money or property the State may lose or be overcharged or otherwise defrauded of, by  
 reason of any wrongful or criminal act, if any, of the Contractor, its agents, and employees, and should the Contractor not  
 be declared to be in default under the Contract then the bond shall be deemed void. In the event of default by the  
 Contractor, the Surety shall pay the Department in addition to the above obligations, all liquidated damages and  
 disincentives assessed against the Contractor because of the default which were not withheld from Contract proceeds  
 and if the Department at its sole option demands that the Surety take over the project and provided further that should  
 the Department elect to have the Surety to take over the project, then in such event, the Surety may not select the  
 Contractor or any affiliate of the Contractor to complete the project for and on behalf of the Surety without the  
 Department's express written consent and, finally, if the subject Contract required contractor qualification, under Section  
 337.14, Florida Statutes, or otherwise, the Surety must use a qualified contractor, who is approved by the Department,  
 to perform the work. It is further covenanted and agreed that any alterations or additions made under this Contract or in the  
 work to be performed therein or the granting of any extension of time for the performance of the Contract or any other  
 forbearance by or on the part of either the Department or the Principal shall not in any way release the Principal and the  
 Surety or either of them, their respective heirs, executors, administrators, successors, or assigns, from any liability  
 hereunder. Notice to the Surety of such alterations, extension, or forbearance is hereby specifically waived. Under this  
 bond, the surety, pursuant to Section 337.11(9)(a), F.S. shall be fully liable under such surety bond to the full extent of  
 any modified contract amount up to and including 25 percent over the original contract amount and without regard to the  
 fact that the surety was not aware of or did not approve such modifications. However, if modifications of the original  
 contract amount cumulatively result in modifications of the contract amount in excess of 25 percent of the

original contract amount, the surety's approval shall be required to bind the surety under the bond on that portion in excess of 25 percent of the original contract amount. This obligation shall remain in full force and effect until the full performance of all covenants, terms, and conditions herein stipulated. Failure by the Surety to perform its obligations under the terms of this bond may result in the Surety being disqualified from issuing bonds for future Department contracts.

**WITNESS** the signature of the principal (Contractor) and the signature of the Surety by Mark D. Pichowski its  
Attorney-In-Fact (Agent or Attorney-in-Fact) with the seals of said Principal and Surety  
hereunto affixed this 11 day of January, 2017.

Complete the following as appropriate

Entity Name: Proshot Concrete, Inc.

Authorized Signature: *Anthony McDougle*

Name & Title (Print): Anthony McDougle, President

\*Signature: \_\_\_\_\_

Name & Title (Print): \_\_\_\_\_

\*In the event of a Partnership both signature and printed name of 2 partners must be affixed.

Organized and existing under the laws of the State of Texas and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

Countersigned: \_\_\_\_\_

Florida Licensed Insurance Agent

U.S. Specialty Insurance Company

Surety Company Name (Print)

Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):

By: *Mark D. Pichowski*

Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)

Name: Roger Bouchard Insurance

☒ Above Signatory is also a Florida Licensed Insurance Agent (check if applicable and complete business name, address and telephone number block; if not, have such an agent countersign and complete block)

Business Address: PO Box 6090 Clearwater, FL 33758

Telephone: 727-447-6481

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.

Contractor shall record this bond in the official records of the Clerk of Court of the county where the improvement is located prior to commencing the work in accordance with Section 337.18(1)(b), Florida Statutes.

Send "Notices to Owner" to:

## CONTRACT AFFIDAVIT

STATE OF Florida  
COUNTY OF Pinellas

Before me, the undersigned authority, personally appeared Mark D. Pichowski  
(Attorney-In-Fact)  
who, being duly sworn, deposes and says that he/she is a duly authorized insurance agent, properly licensed under the laws  
of the State of Florida, to represent U.S. Specialty Insurance Company  
(If applicable, otherwise N/A) (Surety Co.)  
of Houston, TX a company authorized to make surety bonds under the laws of the  
(City and State)  
State of Florida.

Mark D. Pichowski further certifies that as Attorney-in-Fact  
(Attorney-In Fact for Surety Co.)  
for the said U.S. Specialty Insurance Company has signed the attached bond in the sum of  
(Surety Co.)  
\$ 1003135.00 on behalf of Proshot Concrete, Inc.  
(Contractor)  
covering Financial Project No.(s) 41022127246, 4102217227 ;

Furnish necessary labor, materials, maint of traffic, equip to properly and thoroughly perform routine bridge ;  
Contract No.(s) E2S40-R2 ; in District-wide County(ies), Florida.

Said Mark D. Pichowski, Attorney-In-Fact further certifies that the premium on the  
said bond is \$11,577.00, which will be paid in full direct to him/her as  
Attorney-in-Fact, and included in his/her regular accounts to the said U.S. Specialty Insurance Company  
(Surety)  
and that he/she will receive a regular commission of thirty per cent as  
Attorney-in-Fact for the execution of said bond and that the commission will not be divided with anyone except as follows:

N/A per cent to N/A  
(If applicable, otherwise N/A) (N/A, if not applicable)  
who is a duly authorized Florida Licensed Insurance Agent properly licensed under the laws of the State of Florida.

## ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT

[Signature]  
Mark D. Pichowski Agent or Attorney-In-Fact

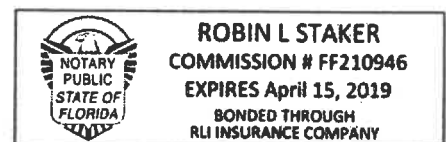
Sworn to and subscribed before me this 11 day of January, 2017 by

Mark D. Pichowski He/She is personally known to me or has produced  
(name of affiant)  
as identification.  
(type of identification)

Robin L. Staker Robin L. Staker 4/15/19  
(Notary Signature) (Notary's printed name) My commission expires

Notary Public State of Florida

COUNTERSIGNED (If applicable):



Florida Licensed Insurance Agent



**TOKIO MARINE  
HCC**

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

**MARK D. PICHOWSKI**

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number 100335458, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Twenty-five million and 00/100 (\$25,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1<sup>st</sup>, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 1<sup>st</sup> day of December 2014.

State of California  
County of Los Angeles SS:



U.S. SPECIALTY INSURANCE COMPANY

By: \_\_\_\_\_

Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

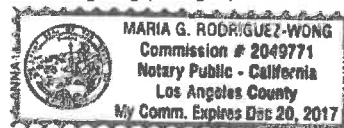
On this 1<sup>st</sup> day of December 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of January, 2017

Bond No. 100335458

Agency No. 11668

Kio Lo, Assistant Secretary



TO: MT210SB@dot.state.fl.us  
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT E2S40  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #E2S40 Contract Type: EM Method of Procurement: X  
Vendor Name: PROSHOT CONCRETE  
Vendor ID: VF205269497004  
Beginning date of this Agmt: 03/03/15  
Ending date of this Agmt: 03/02/18  
Contract Total/Budgetary Ceiling: ct = \$5,665,675.00

\*\*\*\*\*  
Description:

Bridge Maintenance

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ORG-CODE	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*FCT	*CFDA
(FISCAL YEAR)		*BUDGET ENTITY		*CATEGORY/CAT	YEAR	
AMENDMENT ID	*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS			

\*\*\*\*\*

Action: RENEWAL Funds have been: APPROVED

55 024040210	*A1	*242059	*	501567.50	*41022117227	*825	*
2017		*55150200			*088712/17		
L002		*00	*2		*0013/04		

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Action: RENEWAL Funds have been: APPROVED

55 024040210	*A1	*242059	*	501567.50	*41022127246	*825	*
2017		*55150200			*088712/17		
L002		*01	*2		*0014/04		

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TOTAL AMOUNT: \*\$ 1,003,135.00 \*  
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FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 12/06/2016