



**Highway  
Safety  
Devices**

JOB INFORMATION SHEET

**Project Name:** 436243-1-52-01  
Description: E7M78  
US 301/SR 43 @ Riverview Dr.  
Address: \_\_\_\_\_  
City: Hillsborough State FL Zip \_\_\_\_\_  
HSD # 1816

**Owner Name:** Florida Department of Transportation  
Address: 11201 N. McKinley Dr.  
City: Tampa State FL Zip 33612  
Phone: 813-975-6036

**General Contractor** Highway Safety Devices, Inc.  
Address: 6480 Harney Road  
City: Tampa State FL Zip 33610  
Phone: 813-759-1559 Fax: 813-757-0924

**Bonding Company** Travelers Casualty and Surety Company of America  
Address: One Tower Square  
City: Hartford CT 6183  
Bond # 107114640

**Submitted By:** Highway Safety Devices, Inc.  
6480 Harney Road  
Tampa, FL 33610  
813-759-1559 \* Fax: 813-757-0924  
Kayla Suarez  
[kdavis@highwaysafetydevices.com](mailto:kdavis@highwaysafetydevices.com)

Bond No. 107114640

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONTRACT BOND**

375-020-27  
CONTRACTS ADMINISTRATION  
OGC - 08/19  
Page 1 of 2

**KNOW ALL MEN BY THESE PRESENTS:** That we, Highway Safety Devices, Inc.

(Entity Name) having its principal place of business at 6480 Harney Road, Tampa, FL 33610  
(813) 759-1559 (Bidding Office Street Address, City, State, Zip and Phone #, )

(hereinafter called Principal or Contractor) and Travelers Casualty and Surety Company of America  
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 One Tower Square, Hartford, CT 06183-6014

(City, State, Zip, Email Address) are held and firmly bound unto the State of Florida, in the full and just sum of  
Seven Hundred Sixty One Thousand Five Hundred Thirty Dollars and 05/100.

DOLLARS (\$ 761,530.05), 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)

Construction, signalization, lighting, milling and resurfacing, curb ramps, signing and pavement marking.

\_\_\_\_\_ in Hillsborough County(ies),

particularly known as Federal Aid Project No(s): N/A

Financial Project No(s): 43624315201

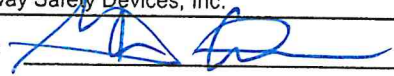
Contract No. E7M78

(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


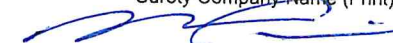
original contract amount, the surety's approval shall be required to bind the surety under the bond on that portion in excess of 25 percent of the original contract amount. This obligation shall remain in full force and effect until the full performance of all covenants, terms, and conditions herein 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 16th day of January, 2020

Complete the following as appropriate

Entity Name: <u>Highway Safety Devices, Inc.</u>	(Seal)
Authorized Signature: 	Name & Title (Print) <u>Gordon Johnson, President</u>
*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 <u>Florida</u> and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.	
Countersigned:  Mark D. Pichowski Florida Licensed Insurance Agent	Travelers Casualty and Surety Company of America Surety Company Name (Print) _____ (Seal)
Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):	By:  Florida Licensed Insurance Agent or Attorney-in-Fact (Surety) Mark D. Pichowski, Attorney-in-Fact
Name: <u>Mark D. Pichowski</u>	<input checked="" type="checkbox"/> 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: <u>101 N Starcrest Drive, Clearwater, FL 33765</u>	NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.
Telephone: <u>(727) 447-6481</u>	
Email Address: <u>markpichowski@bouchardinsurance.com</u>	

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:

District 7

Florida Department of Transportation, District 7  
Construction Engineer or Maintenance Engineer  
11201 N. Malcolm McKinley Drive  
Tampa, FL 33612  
Phone # (813) 975-6000

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONTRACT AFFIDAVIT**

375-020-30  
CONTRACTS ADMINISTRATION  
OGC - 10/07

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 Travelers Casualty and Surety Company of America of Hartford, CT a company authorized to make surety bonds under the laws of the State of Florida. (If applicable, otherwise N/A) (Surety Co.) (City and State)

Mark D. Pichowski further certifies that as Attorney-in-Fact for the said Travelers Casualty and Surety Company of America has signed the attached bond in the sum of \$ 761,530.05 on behalf of Highway Safety Devices, Inc. covering Financial Project No.(s) 43624315201 (Contractor)

Contract No.(s) E7M78; in Hillsborough County(ies), Florida.

Said Mark D. Pichowski further certifies that the premium on the said bond is \$6,568.00, which will be paid in full direct to him/her as Attorney-in-Fact, and included in his/her regular accounts to the said Travelers Casualty and Surety Company of America and that he/she will receive a regular commission of (30%) 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 who is a duly authorized Florida Licensed Insurance Agent properly licensed under the laws of the State of Florida. (If applicable, otherwise N/A) (N/A, if not applicable)

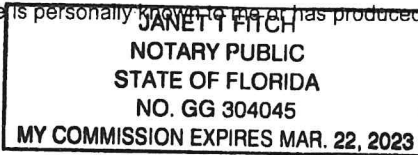
**ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT**

  
Agent or Attorney-in-Fact

Sworn to and subscribed before me this 16th day of January, 2020 by

Mark D. Pichowski  
(name of affiant)  
(Personally Known) as identification.  
(type of identification)

He/She is personally known to me or has produced



  
(Notary Signature)

(Notary's printed name) My commission expires

Notary Public State of FLORIDA

**COUNTERSIGNED (If applicable):**

  
Florida Licensed Insurance Agent  
Mark D. Pichowski



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

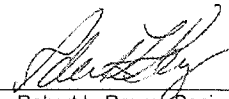
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MARK D PICHOWSKI** of **CLEARWATER Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of **January, 2019**.



State of Connecticut

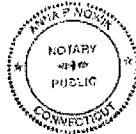
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 17th day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of **June, 2021**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

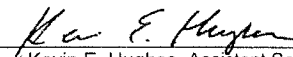
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of **January**, 2020



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**