

**Exhibit A  
PUBLIC CONSTRUCTION BOND**

**Project Name: Copans Road Fire Hydrant and Valve Removal and Replacement**  
**Scope: Agreement between City of Coconut Creek and Weekley Asphalt Paving, Inc. for Fire Hydrant and Valve Removal and Replacement**

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, \_\_\_\_\_, as Principal, hereinafter called "Contractor," with principal offices located at \_\_\_\_\_ and principal phone number \_\_\_\_\_, and \_\_\_\_\_, as "Surety," are bound to the **City of Coconut Creek, Florida**, as Obligee, hereinafter called "City," in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement with the City entered into a Contract for FIRE HYDRANT AND VALVE REMOVAL AND REPLACEMENT, benefiting the City and signed the \_\_\_\_\_ day of \_\_\_\_\_, 2023, to complete construction of the Copans Road Fire Hydrant Valve Removal and Replacement in accordance with specifications prepared by City of Coconut Creek and drawing (plans) made part hereof, and which all such contract documents are by reference incorporated herein and made apart hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of the Fire Hydrant Valve Removal and Replacement, in the time and manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract; and
3. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees, including appellate proceedings, that City sustains because of a default by Contractor under the Contract; and
4. Upon notification by the City, corrects any and all defective or faulty work or materials which appear within one (1) year after final acceptance of the work; and further in accordance with the City of Coconut Creek Code of Ordinance, the Contractor shall be obligated to grant a one (1) year Maintenance Bond beginning after the release of this Public Construction Bond in the amount equal to 25% of this Public Construction Bond; and
5. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- a. Complete the required performance under the Contract in accordance with its terms and conditions therein; or

- b. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions of the Contract, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the City elects, upon determination by the City and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and City, upon the same terms and conditions unless otherwise agreed by City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

Any action instituted by a claimant under this Bond for payment must be instituted in accordance with the notice and time limitations provisions prescribed in Section 255.05(2) and (10), Florida Statutes, as amended.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESSES:

**PRINCIPAL:**

WEEKLEY ASPHALT PAVING, INC.  
(Name of Corporation)

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
(Signature and Title)

(CORPORATE SEAL)

\_\_\_\_\_  
(Type Name and Title signed above)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the forgoing Public Construction Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
as Secretary (SEAL)

IN THE PRESENCE OF:

**SURETY COMPANY:**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Agent/Attorney-in-Fact

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public duly commissioned and qualified, appeared:  
\_\_\_\_\_ by  physical presence or  online notarization, who being by  
me first duly sworn upon oath says that s/he is the Attorney-in-Fact for the  
\_\_\_\_\_ and that s/he has been authorized by  
\_\_\_\_\_ to execute the foregoing Public Construction  
Bond on behalf of the Surety named therein in favor of the City.

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_