

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned:

_____, as Principal,

and _____, as Surety, are hereby held and firmly bound unto Renewable Water Resources, as Owner in the penal sum of _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, the ____ day of _____, 20__.

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

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(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 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 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 said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body, the day and year first set forth above.

This Bond being executed in three (3) counterparts.

PRINCIPAL:

Signature

Principal: _____

Address: _____

By: _____

Its: _____

(SEAL)

SURETY:

Signature

Surety: _____

Address: _____

By: _____

Its: Attorney-in-Fact (Mandatory SC Resident)

(SEAL)

ATTEST (2 individuals):

Signature

Name: _____

Signature

Name: _____

ATTEST (2 individuals):

Signature

Name: _____

Signature

Name: _____

NOTE: If Contractor is partnership, all partners should execute the Bond. **IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list.

NOTE: If this Bond is executed by way of a power of attorney, an original of the power of attorney must be attached hereto.

PAYMENT BOND

KNOWN BY ALL MEN BY THESE PRESENTS that:

(Name of Contractor)

with an address of:

a _____,¹ organized and existing under the laws of the state
of _____,² hereinafter called the "Principal," and

(Name of Surety)

with and address of:

hereinafter called the "Surety," are held and firmly bound unto Renewable Water Resources "ReWa" with an address of 561 Mauldin Road, Greenville, South Carolina 29607, hereinafter called "Owner," in the penal sum of _____ (\$ _____) dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of the:

Mauldin Road Metal Storage Building Project

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such

¹ Insert whether business is a sole proprietorship, partnership, limited liability company, corporation, etc.

² If sole proprietorship or partnership, insert the primary place of business. If a limited liability company or corporation, insert the state of formation or incorporation.

Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

This Bond being executed in three (3) counterparts.

PRINCIPAL:

Signature

Principal: _____

Address: _____

By: _____

Title: _____

Date: _____

(CORPORATE SEAL)

ATTEST (2 individuals):

Signature

Name: _____

Signature

Name: _____

SURETY:

ATTEST (2 individuals):

Signature

Signature

Surety: _____

Name: _____

Address: _____

By: _____

Signature

Name: _____

Its: Attorney-in-Fact (Mandatory SC Resident)

Date: _____

(CORPORATE SEAL)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond. **IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of South Carolina. *Please see the detailed requirements of Paragraph 11.4 of the General Conditions.*

NOTE: If this Bond is executed by way of a power of attorney, an original of the power of attorney must be attached hereto stating the limits of that authority.

PERFORMANCE BOND

KNOWN BY ALL MEN BY THESE PRESENTS that:

(Name of Contractor)

with an address of:

a _____,³ organized and existing under the laws of the state
of _____,⁴ hereinafter called the “Principal,” and

(Name of Surety)

with and address of:

hereinafter called the “Surety,” are held and firmly bound unto Renewable Water Resources “ReWa” with an address of 561 Mauldin Road, Greenville, South Carolina 29607, hereinafter called “Owner,” in the penal sum of _____ (\$_____) dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of the:

Mauldin Road Metal Storage Building Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the two year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner

³ Insert whether business is a sole proprietorship, partnership, limited liability company, corporation, etc.

⁴ If sole proprietorship or partnership, insert the primary place of business. If a limited liability company or corporation, insert the state of formation or incorporation.

from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

This Bond being executed in three (3) counterparts.

PRINCIPAL:

Signature

Principal: _____

Address: _____

By: _____

Title: _____

Date: _____

(CORPORATE SEAL)

ATTEST (2 individuals):

Signature

Name: _____

Signature

Name: _____

SURETY:

Signature

ATTEST (2 individuals):

Signature

Surety: _____ Name: _____

Address: _____

Signature

By: _____

Name: _____

Its: Attorney-in-Fact (Mandatory SC
Resident)

Date: _____

(CORPORATE SEAL)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond. **IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of South Carolina. *Please see the detailed requirements of Paragraph 11.4 of the General Conditions.*

NOTE: If this Bond is executed by way of a power of attorney, an original of the power of attorney must be attached hereto stating the limits of that authority.