



ROBERT E. GALLOWAY, JR.  
PURCHASING AGENT

*Sumter County*  
**Administration Building**  
13 EAST CANAL STREET  
*Sumter, South Carolina*  
29150

TELEPHONE  
(803)436-2331  
(803)436-2329

January 25, 2018

## **INVITATION TO BID**

The County of Sumter is soliciting separate sealed bids from qualified vendors for the following project:

“Dalzell EMS – Frierson Road”

Bids will be received until 2:00 PM, February 13, 2018 in the Purchasing Department on the 2<sup>nd</sup> Floor, Sumter County Administration Building, 13 East Canal Street, Sumter, South Carolina 29150.

Bid documents may be obtained from:

The County of Sumter  
Purchasing Department  
13 East Canal Street  
Sumter, South Carolina 29150

Telephone inquiries should be made to (803) 436-2331.

The County of Sumter reserves the right to reject any or all bids. The County of Sumter reserves the right to waive any or all technicalities

## **INFORMATION FOR BIDDERS**

### **1. RECEIPT AND OPENING OF BIDS**

Sumter County, South Carolina (herein called the "Owner") invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner in the Purchasing Department, Sumter County Administration Building, 13 East Canal Street, Sumter, S. C. 29150, at which time said bids will be publicly opened and read aloud. The envelope containing the bids must be sealed, addressed to Sumter County Administration Building, Purchasing Department, 13 East Canal Street, Sumter, South Carolina, 29150 and designated as Bid for "Dalzell EMS – Frierson Road". The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities. The Owner may reject any and all bids. The Owner reserves the right to negotiate with the lowest, responsive Bidder. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

### **2. PREPARATION OF BID**

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in ink or typewritten.

Bids which are incomplete, unbalanced, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the information for Bidders, may be rejected at the option of the Owner.

The correct total amount bid for the completed work is defined as the correct sum total of the amounts bid for the individual items in the Bid. The correct amount bid for each unit price item is defined as the correct product of the quantity listed for the item by the unit price bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, Bidder's address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above.

### **3. MODIFICATION**

Any bidder may modify his bid by written or telegraphic communication (which then shall include facsimile transmission) at any time prior to the scheduled time for receipt of bids, provided such telegraphic communication is received by the Owner prior to closing time, and provided further the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide

the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

#### **4. METHOD OF BIDDING**

The Owner invites the following bid: Lump Sum

#### **5. QUALIFICATION OF BIDDER**

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be acceptable.

#### **6. CONDITIONS OF WORK**

Each Bidder must inform himself fully of the conditions relating to the scope of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor in carrying out his work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

#### **7 .BID SECURITY OR BOND**

Each bid must be accompanied by cash, certified check of the Bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid. Such cash, checks, or bid bonds will be returned to all except the three lowest Bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

#### **8. PERFORMANCE AND PAYMENT BOND**

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the

payment of all persons performing labor on the project under this contract, as specified in General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company, bond shall be countersigned by an agent residing in South Carolina, and the said surety shall be satisfactory to the Owner, The Performance and Payment Bond shall be in the amount of 100% of the contract amount.

#### **9. POWER OF ATTORNEY**

Attorneys—in—Fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### **10. LAWS AND REGULATIONS**

The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

#### **11. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful Bidder, upon his failure or refusal to execute and deliver the contract and bonds required within seven (7) days after they have received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

#### **12. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Bidder must agree to commence work on or before a date to the specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the number of consecutive calendar days thereafter as indicated on the Bid Form for each consecutive calendar day thereafter as hereinafter provided in bid package. *Bidder must agree also to pay as liquidated damages, the sum of \$250.00 for each consecutive day thereafter as hereafter provided in the General Conditions. Deadline for completion is **September 30, 2018**.*

#### **13. ADDENDA AND INTERPRETATION**

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Each request for such interpretation should be in writing, address to Sumter County Administration Building, Purchasing Agent, 13 East Canal Street, Sumter, South Carolina 29150. To be given consideration, the request must be received at least five days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such

bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

#### **14. METHOD OF AWARD**

The contract, if awarded, will be awarded to the lowest responsive bidder deemed qualified by the Owner.

#### **15. OBLIGATION OF BIDDER**

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his bid.

#### **16. APPLICABILITY OF PROCUREMENT CODE**

The award and administration of bids concerning this project shall be governed by and subject to the provisions of the Sumter County Procurement Code as well as any and all other laws, ordinances, and governmental regulations applicable to the bidding, awarding and administering this contract and the completion of the project. For more information please see the following web site:

[https://library.municode.com/sc/sumter\\_county/codes/code\\_of\\_ordinances?nodeId=CD\\_ORD\\_CH2AD\\_ARTVPURE\\_DIV2PUAG](https://library.municode.com/sc/sumter_county/codes/code_of_ordinances?nodeId=CD_ORD_CH2AD_ARTVPURE_DIV2PUAG)

#### **17. EXAMINATION OF FRIERSON ROAD SITE**

All prospective bidders shall visit the site, thoroughly examine the site and related details, and familiarize himself with the work and the conditions under which he will be required to operate. Successful bidder will be responsible to contact PUPS to locate underground utilities coming to the site.

## GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
2. **NON-APPROPRIATIONS:** Any contract entered into by the County of Sumter or other entities resulting from the bid invitation shall be subject to cancellation without damages of further obligation when funds are not appropriated or otherwise made available to support continuation of performance in subsequent fiscal period or appropriated year.
3. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to County of Sumter, Purchasing Department, 13 East Canal St., Sumter, SC 29150.
4. **FORCE MAJURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather: but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
5. **SAVE HARMLESS:** (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). The successful bidder shall indemnify and save harmless the County of Sumter and all county officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the County.
6. **PUBLICITY RELEASES:** Contractor agrees not to refer to award to this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
7. **QUALITY OF PRODUCTS:** (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR PRINTING OR SERVICE REQUIREMENTS). Unless otherwise indicated in his bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage of shipment, and that prices include standard commercial packaging.
8. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions of this bid. It is expected that this will sometimes require on-site

observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract. Site visits will be conducted by Bobby Galloway. Appointments may be arranged by calling the Purchasing Department at (803)436-2331.

9. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder (s) whose bid meets the requirements and criteria set forth in the Invitation for Bids. All items unless otherwise stated will be assumed to meet all specifications and requirements as set forth in Invitation for Bids. Ambiguous bids which are uncertain as to terms, delivery quantity or compliance with specifications may be rejected or otherwise disregarded.
10. **REJECTION:** The County reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the County.
11. **COMPETITION:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Department's Procurement Office in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.
12. **WAIVER:** The County reserves the right to waive any Instruction to Bidders, General or Special Provision, General or Special Conditions, or specifications deviations.
13. **ORDER OF PRECEDENCE:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order (A) The Bidding Schedule, (B) General Provisions and General Conditions, (C) Instruction to Bidders, (D) Special Provisions of Special Provisions of Special Conditions of the contract whether incorporated by reference or otherwise; and (E) The Specifications.
14. **CORRECTION OF ERRORS ON THIS BID FORM:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.
15. **ADDITIONAL UNITS:** Sumter County reserves the right to purchase additional units at the bid price for a period of thirty (30) days.
16. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that Associate statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance

thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

17. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Department's Procurement Office.
18. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
19. **TERMINATION:** Subject to the Provisions below. The contract may be terminated for any reason by the County Purchasing Agent providing a 30 day advance notice in writing is given to the contractor.
  - a. Termination for convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the Department without the required thirty (30) days advance written notice, then the Department may negotiate reasonable termination costs, if applicable.
  - b. Termination for Cause: Termination by the Department for cause, Default or negligence on the part of the contractor shall be excluded from the foregoing provisions: termination cases, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in the bid shall apply.

## **20. DISCUSSIONS/NEGOTIATIONS**

By submission of a bid, vendor agrees that during the period following issuance of a bid and prior notification of award of contract or award of contract under \$50,000 vendor shall not discuss this procurement with any party except members of the Purchasing Department Office or other parties designated in this solicitation. Vendor shall not attempt to discuss with or attempt to negotiate with the end user any aspects of the procurement without prior approval of the Purchasing Agent responsible for the procurement.

ALL BIDDERS must include with their bid, the most current illustrated catalog data sheets with manufacturer's printed specifications covering the class or type of product (s) shown in the bid. The material should be sufficiently detailed to permit the state to properly evaluate the bid. If for any reason the manufacturer's literature does not cover, or is not detailed enough to identify all features/options shown in the specifications, a letter will be required with your bid stating that those items are included, and that the product(s) offered meets the specifications.

## **21. BID ACCEPTANCE AND DELIVERY STATEMENT**

In compliance with the invitation, and subject to all conditions thereof, the below signed offers and agrees, if this bid is accepted within days from date of opening to furnish any or all items quoted on at prices as set forth after the time and make delivery within days

after receipt of order with all transportation costs included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposal contract in less than 60 days after issue date of purchase order.

**22. CERTIFICATE OF INSURANCE**

- A. Certificates of insurance to be provided by the successful bidder at his own expense and shall be requested from the successful bidder prior to issuing a contract. The insurance shall be written on an Occurrence basis and shall remain in effect without interruption for the duration of the Project, until final payment, or while correcting, removing or replacing defective work, whichever is later.
- B. The certificates shall apply to the Agreement by indicating the Project and naming the Owner as an "Additional Insured", or by attachment of a policy amendment.
- C. The insurance shall be written and so listed on the certificate for coverage not less than the following limits, or greater if required by law:
  - 1. Commercial General Liability:
    - a. General Aggregate \$1,000,000
  - 2. Business Automobile Liability: (including all owned, non-owned and hired vehicles):
    - a. Combined Single Limit \$1,000,000
  - 3. Worker's Compensation:
    - a. State Statutory
    - b. Employer's Liability \$100,000 per accident
- D. All required insurance, shall be written such that the Insured is the Proposer.

**23. CONTRACTOR LICENSING REQUIREMENTS**

A copy of the following list of licenses ***may be required to be submitted prior to the award of the contract.*** Failure to provide a copy of these licenses ***shall be cause for rejection.***

- A. City or County Business License
- B. General Contractors –State License

**24. DISCOUNT**

Price bids must be based on payment in thirty (30) days after final inspection and acceptance of contract requirements. The County shall consider payment discounts in the award of this contract when such discounts are for ten (10) days or more after final inspection and acceptance of contract requirements.

Discount percent \_\_\_\_\_%

Number of days applicable \_\_\_\_\_ days.

## **25. ADDITIONAL INFORMATION FOR THE SUCCESSFUL GENERAL CONTRACTOR**

1. Contractor will be required to assist the County with the completion of all necessary trade permits.
2. Contractor will be required to erect and maintain all reasonable and necessary safeguards for protection of persons and property. Including but not limited to safety barriers, warnings of dangers and hazards. All safeguards and notices shall remain in place until completion of the work.
3. Contractor shall not delegate nor subcontract any performance of the work without prior written consent of the County of Sumter.
4. Contractor shall include all materials and labor as to provide a 100% complete job.
5. All materials are to be installed in a good workmanship manner, free from defects.
6. Contractor will install all components according to engineer's specifications and instructions.
7. Contractor shall provide the owner with all warranty information. This must be submitted in a 3 ring binder.
8. Contractor will remove all debris from the site.
9. Contractor to provide the county with a landscaping plan according to the latest County landscaping ordinance. Upon arrival of the landscaping plan the County will negotiate with the contractor a price to have the plantings installed at the site.

## **SCOPE OF WORK**

1. The scope of work shall be as per the engineer's notes and typicals on the drawings dated December 6, 2017 by Palance Design, Inc. along with the engineer's notes and typicals on the stamped mechanical, plumbing, & electrical drawings dated November 21, 2017.
2. The General Contractor will be required to obtain stamped engineered drawings for a fire suppression system and have the system installed by a fire suppression system subcontractor. This cost to be included in the lump sum bid.

**Subcontractors:**

1. Plumbing: \_\_\_\_\_

Primary Location of Business: \_\_\_\_\_

2. Mechanical: \_\_\_\_\_

Primary Location of Business: \_\_\_\_\_

3. Electrical: \_\_\_\_\_

Primary Location of Business: \_\_\_\_\_

4. Fire Suppression System: \_\_\_\_\_

Name of Engineer: \_\_\_\_\_

Primary location of Business: \_\_\_\_\_

I, the undersigned, propose to furnish labor, materials and equipment to construct the Dalzell EMS – Frierson Road Station for the lump sum price of

\$ \_\_\_\_\_  
Amount written in numbers

\$ \_\_\_\_\_  
Amount written in words

All work to equal the amount written in words, and to be complete as per the bid documents.

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
Telephone Number Email Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Date Work Can Begin

Fire Sprinkler suppression system to include engineering.  
Include this cost in your Lump Sum price \$ \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are hereby held and firmly bound into  
\_\_\_\_\_, as Owner, in the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that: Whereas, the Principal has submitted  
to \_\_\_\_\_

\_\_\_\_\_ a certain Bid, attached hereto and by reference made a part hereof, to enter into a  
written contract for the \_\_\_\_\_

NOW, THEREFORE, if said Bid shall be rejected, or in the alternate, 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 full force and effect, it is  
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 stipulated and agrees that the obligations of said  
Surety and its bond shall in no way be 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 Principal and the Surety have hereunto set their hands  
and seals, and such of them as are corporations have caused these presents to be  
signed by their proper officers and caused their corporate seals to be hereto affixed, on  
this \_\_\_\_\_ day of \_\_\_\_\_.  
200\_\_\_\_\_.

\_\_\_\_\_  
Principal

(Corporate Seal)

BY: \_\_\_\_\_

\_\_\_\_\_

(Corporate Seal)

BY: \_\_\_\_\_

\_\_\_\_\_

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 where the project is located.

NOTE: Bond must be countersigned by a South Carolina resident agent.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

---

(Name of Contractor)

---

(Address of Contractor)

a Corporation, hereinafter called Principal, and

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

---

(Name of Owner)

---

(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) in lawful  
money of the United States, for the payment of which sum will and truly to be made, we  
bind ourselves, our heirs, executors, administrators and successors, 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 \_\_\_\_\_ of \_\_\_\_\_,  
20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the  
construction of:

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NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all  
the undertakings, covenants, terms, conditions and agreements of said contract the  
Owner, with or without notice to the Surety, and if he shall satisfy all claims and  
demands incurred under such contract, and shall fully indemnify and save harmless 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 to be performed thereunder or the  
specifications accompanying the same shall in any way affect its obligations 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, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

NOTE: Bond must be countersigned by a South Carolina resident agent.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

---

(Address of Contractor)

a Corporation, hereinafter called Principal, and

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

---

(Name of Owner)

---

(Address of Owner)

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, our heirs, executors  
administrators and successors, 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 \_\_\_\_\_ of  
\_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part  
hereof for the construction of:

---

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all  
the undertakings, covenants, terms, conditions, and agreements of said contract the  
Owner, with or without notice to the Surety, and if he shall satisfy all claims and  
demands incurred under such contract, and shall fully indemnify and save harmless 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 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, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

ATTEST:

By

(Surety)

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

(Address)  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

NOTE: Bond must be countersigned by a South Carolina resident agent.