

**PERFORMANCE BOND**

Date of Execution of this Bond \_\_\_\_\_

Name and Address of Principal (Contractor)      GeoSurfaces Southeast, Inc.  
150 River Park Road  
 Mooresville, NC 28117

Name and Address of Surety  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Address of Contracting Body      Transylvania County Schools  
225 Rosenwald Lane  
Brevard, NC 28712

Amount of Bond      One Million Eight Hundred Fifteen Thousand Dollars (\$1,815,500.00)

Contract      That certain contract by and between the Principal and the Contracting Body above named dated October 21, 2024, for the project entitled Rosman High School Football Field and Drainage Improvements.

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above 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 Contracting Body, identified as shown above and hereto attached;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

**PERFORMANCE BOND: (Continued)**

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto

affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

\_\_\_\_\_  
Principal (Name of individual, individual and trade name, partnership, corporation, or joint venture)

BY \_\_\_\_\_(SEAL)

TITLE \_\_\_\_\_  
(Owner, Partner, Office held in corporation, joint venture)

**(Corporate Seal of Principal)**

ATTEST: (Corporation)

BY \_\_\_\_\_

TITLE \_\_\_\_\_  
(Corporation Secretary or Assistant Secretary Only)

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Surety (Name of Surety Company)

BY \_\_\_\_\_

TITLE Attorney in Fact \_\_\_\_\_

**(Corporate Seal of Surety)**

COUNTERSIGNED:

\_\_\_\_\_  
N.C. Licensed Resident Agent

\_\_\_\_\_  
(Address of Attorney in Fact)

**PAYMENT BOND**

Date of Execution of this Bond \_\_\_\_\_

Name and Address of Principal (Contractor)      GeoSurfaces Southeast, Inc.  
150 River Park Road  
 Mooresville, NC 28117

Name and Address of Surety  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Address of Contracting Body      Transylvania County Schools  
225 Rosenwald Lane  
Brevard, NC 28712

Amount of Bond      One Millon Eight Hundred Fifteen Thousand Dollars (\$1,815,500.00)

Contract      That certain contract by and between the Principal and the Contracting Body above named dated October 21, 2024, for the project entitled Rosman High School Football Field and Drainage Improvements.

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above 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 Contracting Body, identified and shown above and hereto attached;

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications and extensions of time of said contract may be hereafter be made, notice of which modification and extension of item to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

THIS PAYMENT BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals of 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.

WITNESS: \_\_\_\_\_

|  |  |
|--|--|
| <p>_____<br/>(Proprietorship or Partnership)</p> <p>ATTEST: (Corporation)</p> <p>By: _____(SEAL)</p> <p>Title: _____<br/>(Corporation Secretary or Assistant Secretary Only)</p> <p>WITNESS:</p> <p>_____</p> <p>COUNTERSIGNED:</p> <p>_____</p> <p>N.C. Licensed Resident Agent</p> | <p>Principal (Name of Individual, individual and trade name, partnership, corporation, or joint venture)</p> <p>By: _____(SEAL)</p> <p>Title: _____<br/>(Owner, partner, office held in corporation, joint venture)</p> <p><b>(Corporate Seal of Principal)</b></p> <p>_____<br/>Surety ( Name of Surety Company)</p> <p>By: _____</p> <p>Title: _____Attorney in Fact</p> <p><b>(Corporate Seal of Surety)</b></p> <p>_____<br/>(Address of Attorney in Fact)</p> |
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**FINAL CERTIFICATE AND RELEASE**

CONTRACTOR:

SURETY:

OWNER: \_\_\_\_\_ **COUNTY BOARD OF EDUCATION**

REFERENCE: The Contract entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the \_\_\_\_\_ **COUNTY BOARD OF EDUCATION** (hereinafter called the "Board") and \_\_\_\_\_ (hereinafter called the "Contractor") (collectively referred to as "the Parties"), for the Project entitled \_\_\_\_\_ (hereinafter called the "Project").

**KNOW ALL MEN BY THESE PRESENTS:**

- 1. The Contractor hereby certifies that there is due and payable under the Contract, and all change orders and modifications thereof, the sum of \$ \_\_\_\_\_ as final payment.
- 2. The Contractor further certifies that there are no outstanding or unsettled claims or items in addition to the amount set forth in paragraph 1 herein which it claims are just and due and owing by the Board to the Contractor.
- 3. The Contractor further certifies that all work required under the Contract, including work required under all agreed upon change orders and modifications, has been performed in accordance with the terms thereof, the Contractor will provide to the Board all close-out documents required by the Contract.
- 4. Except for the amount stated in paragraph 1 herein, the Contractor has received from the Board all sums of money payable to the Contractor under or pursuant to the Contract, change orders, modifications, change directives, claims, demands or otherwise.
- 5. That in further consideration of the payment of the amount stated in Paragraph 1 herein, the Contractor does hereby release the Board and the Board's past, present and future members, officers, employees and agents, and their respective assigns, successors, heirs and representatives from any and all claims, demands, rights, claims of lien, damages, suits, and causes of action, both legal and equitable, which the Contractor has, might now have, or that subsequently may accrue to it, arising under, growing out of, or in any wise connected with the Contract above referred to and the Project.

Specifically, and without waiving the foregoing in any manner, Contractor agrees not to assert against or pass-through to the Board, in whole or in part, present or future claims from laborers, materialmen, mechanics, subcontractors or sub-subcontractors. Contractor will indemnify and hold-harmless the Board from any and all claims of laborers, materialmen, mechanics, subcontractors or sub-subcontractors for unpaid monies or wages arising out of the performance of the Contract.

6. That the surety for Contractor does hereby consent to payment pursuant to the terms of this Final Certificate and Release.

**IN WITNESS WHEREOF**, the Contractor has caused this Final Certificate and Release to be executed by its duly authorized officers and its seal to be hereunto affixed, all by authority duly given, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_. It is the act and intent of the Contractor that this Document be executed under seal.

**Contractor:**

\_\_\_\_\_

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

{ Affix Corporate Seal }

ATTEST:

\_\_\_\_\_  
Print: \_\_\_\_\_

Title: Corporate Secretary

**STATE OF NORTH CAROLINA**  
**COUNTY OF \_\_\_\_\_**

I, a Notary Public of the aforementioned State and County do hereby certify that \_\_\_\_\_ personally appeared before me this day and, being first duly sworn to oath, deposed and said that s/he is the \_\_\_\_\_ of {insert name of contractor}, and that s/he has read the foregoing Final Certificate and Release and that the matters and things stated therein are, to the best of his knowledge and belief, true and that by authority duly given and as the act of {insert name of contractor}, the foregoing instrument was signed in its name by him/her as its \_\_\_\_\_, sealed with its corporate seal, and accepted by its Secretary.

WITNESS my hand and Notarial Seal, this \_\_ day of \_\_\_\_\_, 2017.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Print: \_\_\_\_\_

**CONSENT OF SURETY:**

\_\_\_\_\_

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

{ Affix Corporate Seal }

**STATE OF NORTH CAROLINA**  
**COUNTY OF \_\_\_\_\_**

I, a Notary Public of the aforementioned State and County do hereby certify that \_\_\_\_\_ personally appeared before me this day and, being first duly sworn to oath, deposed and said that s/he is the \_\_\_\_\_ of {insert name of surety}, and that s/he has read the foregoing Final Certificate and Release and that the matters and things stated therein are, to the best of his/her knowledge and belief, true and that by authority duly given and as the act of {insert name of surety}, the foregoing instrument was signed in its name by him/her as its \_\_\_\_\_, sealed with its corporate seal, and accepted by its Secretary.

WITNESS my hand and Notarial Seal, this \_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Print: \_\_\_\_\_