CITY COUNCIL WORK SESSION

City Council Chambers

Tuesday, October 28, 2025 at 3:00 PM

AGENDA

Call to Order

Department Head Reports

Discussion Items

1. **Brownfields Agreement Approval:** City staff request approval of an $486,500 agreement between the City and Terracon Consultants, Inc. for environmental consulting services related to a Brownfields project. Under the agreement, Terracon will perform work in accordance with professional standards and the EPA's Brownfields grant terms and conditions. The City will be responsible for providing site access, coordinating utility markings, and scheduling necessary services.

2. **Bessmer City Community Use Agreement:** City Council will consider approving an agreement between the City of Bessemer City and the Gaston County Board of Education to share and cooperatively use each other's facilities for school and community recreation programs. It outlines the terms for how each party may request and use the other's property, establishes priorities for scheduling, and details responsibilities for maintenance, supervision, insurance, and liability.

City Manager's Report

Council General Discussion

Adjourn

2701 Westport Road
Charlotte, NC 28208
P (704) 509-1777
F (704) 509-1888

September 2, 2025

City of Bessemer City
132 West Virginia Avenue
Bessemer City, North Carolina, 28016

Attn: Mr. Joshua M. Ross
E: jross@bessemercity.com

Re: Proposal for Environmental Consulting Brownfields Services

Dear Mr. Ross:

Terracon Consultants, Inc. (Terracon) appreciates this opportunity to submit our proposal to provide Professional Environmental Consulting Services to the City of Bessemer City.

PROJECT INFORMATION

Terracon and its subcontractors will be providing services to the City of Bessemer City in support of their Brownfields Program. In order to fulfill the requirements of the City of Bessemer City's U.S. EPA Brownfields Community-wide Assessment Grant, Terracon will provide services based on the Tasks outlined in the Brownfields Assessment Cooperative Agreement Work Plan dated September 8, 2024. Activities conducted under this grant will be in general accordance with the EPA Terms and Conditions of the brownfields grant.

SCOPE OF SERVICES

The scope of our services will vary based on the needs of the project. See the attached Exhibit A for a detailed breakdown of the anticipated services to be provided.

COMPENSATION

Services performed will be in general accordance with the estimated fees established in the attached Scope of Services (Exhibit A) and at rates defined in the attached Rate Schedule.

Terracon will issue Task Orders as needed for each individual project task and/or individual sub task as indicated in the Scope of Services. Each task order will indicate the billing type (Time and Materials, Lump Sum, etc.) and estimated cost to complete the associated task and/or sub task.

Our services may be initiated by signing and returning an original copy of this Agreement for Services to our Charlotte, North Carolina office. Project initiation may be expedited by emailing a copy of the signed Agreement for Services to Robert Brookshire at robert.brookshire@terracon.com.

The terms, conditions, and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein) shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date.

Again, we greatly appreciate the opportunity to provide this proposal for our services. If you have any questions, please do not hesitate to contact us.

Sincerely,
Terracon Consultants, Inc.

Robert Brookshire
Senior Associate
Environmental Department Manager

Zach St. Jean, P.G., P.E.
Vice President
Office Manager

Attachments: Scope of Work and Cost Estimate – Professional Services
2025 Schedule of Services and Fees
Agreement for Services

EXHIBIT A

Scope of Work – Environmental Consulting Brownfields Services

SCOPE OF SERVICES

Terracon and its subcontractors will provide services to the City of Bessemer City (City) in support of its Brownfields Program. In order to fulfill the requirements of the City's US EPA Brownfields Community-wide Assessment Grant, Terracon will provide services for the following tasks as established in the City's Brownfields Assessment Cooperative Agreement Work Plan dated June 28, 2024: Task 1: Outreach & Site Inventory, Task 2: Assessment, Task 3: Remediation/Reuse Planning, and Task 4: Programmatic Support. Activities conducted under this grant will be in general accordance with Terms and Conditions included with the City's EPA Cooperative Agreement.

In addition to the scope of services described within this Exhibit A, supplemental services can be provided in support of the brownfields program on an as-needed and individual contract basis. Services may include but are not limited to Grant Writing, Cleanup Planning and Implementation, Area-wide Planning, North Carolina Department of Environmental Quality (NCDEQ) State Brownfields Program consulting, Site-specific Risk Assessment, and other related activities as requested. For Time and Materials (T&M) portions of this Cost Estimate, projects will be billed monthly.

TASK 1: OUTREACH & SITE INVENTORY

Terracon will provide support for outreach/public involvement and engagement activities for the four-year grant cycle. Particular focus of outreach plans will be designed to engage the community about the brownfields process and assessment activities funded through this grant. Proposed community activities are anticipated to include general outreach meetings within the target communities and development of a site inventory. Additionally, Terracon will work with the City to complete the Community Involvement Plan and will assist the City staff with identification of sites for inventory and prioritization support.

Proposed community outreach & site inventory activities are anticipated to include the following:

1.1. Community Involvement Plan (CIP)

Terracon will work with the City to develop a Community Involvement Plan (CIP) as part of this Assessment grant. This task will require input from City staff. This task will be billed lump sum.

Deliverable under this task includes:

- Updated Community Involvement Plan

Task 1.1: Lump Sum Unit Fee $3,500

1.2. Outreach Marketing Materials

Activities under this task will be billed on lump sum unit basis. Anticipated outreach activities include the following the development of an easy to navigate website or webpage on the City's existing website and Brownfields Program educational materials to help communities better understand brownfields and associated redevelopment.

Deliverables under this task may include:

- Website/Webpage
- Outreach Materials such as presentations, handouts, etc.

Task 1.2: Lump Sum Unit Fee.....$3,000

1.3. Community Education and Meetings

Activities under this task will be billed on an as-needed, time and materials basis. Anticipated outreach activities include the following:

Outreach and Engagement

- Community outreach and education support for the City's Brownfields stakeholders including; conducting and supporting meetings and focus groups (est. 7);
- Public meeting support pertaining to the City's Brownfields Program;
- Brownfields workshop support and preparation;
- Meetings outreach and education for brownfields property owners, community groups, businesses, local government partners, realtors and other interested parties;
- As-needed support for marketing the City's Brownfields Program; and
- Participation in public involvement activities as directed by the City.

Task 1.3: Time and Materials.....$10,000

1.4. Identified Brownfields Inventory Mapping and Database Construction, Preliminary Site Characterization, Eligibility Determination, and Prioritization

Terracon will assist the City staff with the identification of sites for inventory and prioritization support. This task will be billed lump sum. The effort will be to develop a Brownfields inventory that will formalize abandoned properties previously identified for inclusion in the program and to identify additional properties of concern that may be affected with hazardous substances and/or petroleum products for inclusion in the inventory. These will include community-identified sites discussed at outreach meetings and meetings with City staff. Prioritization

criteria will be established that supports goals identified from these meetings and ranking criteria will be established based on this input.

This task will assist stakeholders in determining which properties to target for Phase I, Phase II, and additional site assessment activities. Specific activities under this task will be determined through collaboration with the City and may include the following, dependent on assignment:

- Research and compile applicable environmental data in a GIS format (shape files);
- Development of a summary of findings with associated maps;
- Provide digital files of the report in PDF format;
- Establish ranking criteria;
- Identify twenty (20) eligible sites during initial inventory; and
- Assist in the development of an inventory of potential brownfield properties within the designated target areas.

Deliverables under this task will include:

- Site inventory spreadsheet with prioritized properties
- Map of potential brownfields sites
- Evaluation Ranking Tool

Task 1.4: Lump Sum Unit Fee.....$8,000

1.5. Additional Services

Terracon will provide additional services in support of outreach and site inventory tasks, as necessary, to support the City's EPA Cooperative Agreement.

Task 1.5: Time and Materials.....$3,500
TOTAL TASK 1.1 – 1.5.....$28,000

TASK 2: ASSESSMENT

2.1. Phase I Environmental Site Assessments (ESAs)

Terracon estimates the completion of up to 20 Phase I ESAs. Phase I ESAs will be prepared in accordance with EPA's standard for all appropriate inquiries. The City will utilize the practices in ASTM standard E1527-21 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements Checklist for Assessment Grant Recipients", (Publication Number: EPA 560-R-11-030).

Deliverables under this task include:

- Phase I ESA Reports

Task 2.1: Lump Sum Unit Fee (est. 20 @ $3,000*).....$60,000*
**Variations in cost may occur due to the size and complexity of the properties to be assessed.*

2.2. Phase II ESAs with EPA SS-QAPPS and Health and Safety Plans

It is anticipated that up to ten (10) Phase II ESAs will be completed under this grant, dependent on the complexity and costs associated with the assessment(s) based on Phase I ESA findings. A Site-Specific QAPP and Health and Safety Plans (HASP) will be completed for each site where a Phase II ESA is recommended. QAPPs will be prepared in accordance with EPA Quality Assurance Guidelines for Conducting Brownfields Site Assessments and will be submitted to the EPA Project Officer for approval prior to conducting Phase II ESA activities. Terracon will complete a Phase II ESA (upon site eligibility approval by EPA Region 4 and state of North Carolina petroleum eligibility determination) resulting from the findings of a Phase I ESA in general accordance with the Terms and Conditions of the EPA Cooperative Agreement and ASTM Method E 1903-97 (Phase II Environmental Site Assessment).

Terracon can complete additional non-scope site assessment services (upon site eligibility approval by EPA Region 4) resulting from the findings of a Phase I ESA in general accordance with the Terms and Conditions of the EPA Cooperative Agreement and applicable state and federal regulations and standards. Additional assessment activities may include but are not limited to the following surveys: Ground Penetrating Radar, Natural Resources & Wetlands, Asbestos, Lead Paint, Mold, and Facilities Condition Assessment. The need for these additional services will be evaluated on a site-by-site basis and estimated fees will be provided to the City for approval.

Deliverables under this task Include:

- Phase II ESAs with Site-Specific QAPPs and associated Health and Safety Plans (est. 10 @ $21,000 each).....$210,000
- Additional Assessment Service Reports

Task 2.2: Lump Sum Unit Fee (est. 10 @ $21,000*).....$210,000*

**Variations in cost may occur due to the size and complexity of the properties to be assessed.*

2.3. Generic Quality Assurance Project Plan

Terracon will complete one (1) Generic Quality Assurance Project Plan (QAPP) in accordance with the EPA Cooperative Agreement Work Plan. QAPPs will be prepared in accordance with EPA Region 4 Quality Assurance Guidelines for Conducting Brownfields Site Assessments and will be submitted to the EPA Project Officer for approval prior to conducting Phase II Environmental Site Assessment activities.

Deliverables under this task include:

- One Generic QAPP

Task 2.3: Lump Sum Unit Fee $4,800

2.4. Additional Services

Terracon will provide additional services in support of assessment tasks, as necessary, to support the City's EPA Cooperative Agreement. Additionally, and as noted above in Tasks 2.1 and 2.2, variations in cost may occur during performance of Phase I and II ESAs due to the size and complexity of the properties to be assessed. Variations in cost will be covered on a Time and Materials basis under this task.

Task 2.4: Time and Materials.....$35,700
TOTAL TASK 2.1 – 2.4.....$310,500

TASK 3: REMEDIATION/REUSE PLANNING

Task 3.1. Visioning Sessions/Charrettes

Terracon will host visioning sessions and charrettes for sites that may undergo remediation and eventual redevelopment. Terracon anticipates completion of two (2) visioning sessions/charrettes.

Task 3.1: Visioning Sessions/Charrettes Lump Sum Unit Fee (est. 2 @ $3,250).....$6,500

Task 3.2. Analysis for Brownfields Cleanup Alternatives (ABCA)

Terracon will complete up to four (4) Analysis of Brownfields Cleanup Alternatives (ABCAs) and/or Site-Specific Reuse/Cleanup Plans resulting from Phase II ESA findings. Sites undergoing remedial planning through the City's Brownfields Program will be encouraged to consider entering into the NC Brownfields Program with NCDEQ that provides the regulatory framework for assessment, liability protection, remediation, and potential redevelopment of environmentally-impacted sites.

Deliverables under this task Include:

- Up to four (4) ABCAs ($6,250 each)

Task 3.2: Lump Sum Unit Fee (4 ABCAs @ $6,250).....$25,000*

**Variations in cost may occur due to the size and complexity of contamination or redevelopment options on properties.*

Task 3.3. Site Reuse Plans

A qualified planner will prepare up to two (2) site reuse plans for brownfield sites within the target area.

Deliverable under this task includes:

- Up to two (2) Site Reuse Plans ($18,500 each)

Task 3.3: Lump Sum Unit Fee (2 plans @ $18,500).....$37,000

Task 3.4. Brownfields Revitalization Plan

Terracon will complete a Brownfields Revitalization Plan collaborating with the City's staff and in accordance with EPA guidelines. The Plan will be prepared using elements of the community's shared vision, site, and surrounding area conditions including environmental factors, real estate market trends, zoning, and potential challenges. The Plan will include:

- Site revitalization goals, objectives and potential reuse concepts;
- Proposed land use regulations including existing zoning ordinances, covenants, and land use limitations;
- Required site improvements including remediation; and
- An implementation strategy including funding sources, potential redevelopment partners, and regulatory constraints.

Deliverable under this task includes:

- Brownfields Revitalization Plan

Task 3.4: Lump Sum Unit Fee.....$45,000

Task 3.5. Additional Services

Terracon will provide additional services in support of remediation/reuse planning tasks, as necessary, to support the City's EPA Cooperative Agreement. Additionally, and as noted above in Task 3.2, variations in cost may occur during completion of ABCA's due to the size and complexity of contamination or redevelopment options on properties. Variations in cost will be covered on a Time and Materials basis under this task.

Task 3.5: Time and Materials.....$11,500
TOTAL TASK 3.1 – 3.5.....$123,000

TASK 4: PROGRAMMATIC SUPPORT

Terracon will provide EPA Programmatic Support for the four-year grant period. This support will be provided on an as-needed, time-and-materials basis. Anticipated activities for this task are listed below; additional support activities may be added at the discretion of the City and/or as required by the EPA Brownfields Project Officer.

- Assist with the revisions and approval of the EPA Work Plan, if applicable;
- Assist in preparation of quarterly reports and required documentation;
- Assist in preparation of required MBE/WBE reporting forms (such as EPA Form 5700-52A) on an annual basis;
- Assist in the annual projections of anticipated environmental site assessments as required by EPA;
- Assist in the interpretation of EPA Grant Terms and Conditions;
- Preparation of the EPA Final/Grant Closeout Report within 90-days of the end of the grant period;
- Entry of project information in the EPA Brownfields ACRES database;

- Provide management and technical oversight as needed;
- Completion of EPA Brownfields Site-Specific Project Eligibility Determination Forms;
- Support for City project meetings and other EPA meetings such as monthly project status meetings/conference calls, tours and site visits;
- Interagency coordination with federal, state and local brownfields agencies on an as-needed basis; and
- Negotiate assessment and compliance requirements on the City's behalf with the EPA and NCDEQ.

Deliverables under this task Include:

- Quarterly Reports, ACRES Data Base Entry, Closeout Report, completed forms as listed above and other reporting, as needed.

Task 4: Time and Materials $25,000
TOTAL TASK 4.....$25,000

TOTAL FOR TASKS 1 - 4: $486,500

Terracon

Schedule of Services and Fees
2025 Environmental Services

I. PERSONNEL

Administrative Staff	$70.00/hour
Senior Administrative Staff	$80.00/hour
CAD Technician/Drafter	$90.00/hour
Technician	$90.00/hour
Field Engineer/Geologist/Scientist	$100.00/hour
Staff Engineer/Geologist/Scientist	$115.00/hour
Senior Staff Engineer/Geologist/Scientist	$135.00/hour
Project Manager/Engineer/Geologist/Scientist	$155.00/hour
Group Manager	$185.00/hour
Senior Project Manager/Engineer/Geologist/Scientist	$210.00/hour
Senior Consultant/Project Reviewer	$225.00/hour
Principal/Senior Principal/Subject Matter Expert	$250.00/hour

** An overtime premium of 1.5 times the hourly rate will apply for Technician services provided Monday-Friday that are in excess of 8 hours per day. Terracon staff services provided before 7:00 AM and after 6:00 PM, as well as services provided on Saturday, Sunday, and Terracon recognized Holidays will also incur a premium of 1.5 times the hourly rate unless otherwise specified.*
Note: Deposition or court testimony at a minimum of 1.75 times regular rate - minimum of $250.00/hour

II. EXPENSES AND SUPPLIES

Vehicle Charge	$0.80/mile
Overnight Per Diem, Lodging and Food	at Cost
Shipping charges, rental equipment, materials, permit fees or other contracted services	Cost + 15%
Subcontractors (including laboratory tests, drilling, private utility location, survey)	Cost + 15%

III. ENVIRONMENTAL EQUIPMENT (Personnel Time Not Included)

YSI Multimeter	$125.00/day
Electric Water Level Indicator	$50.00/day
Hydrocarbon/Water Interface Probe	$75.00/day
Peristaltic Pump	$50.00/day
Monsoon Pump	$100.00/day
Whale Pump	$50.00/day
Turbidity Meter	$40.00/day
Pore Water Sampler	$50.00/day
PID	$100.00/day
Hand Auger	$25.00/day
Thermal Camera	$100.00/day
Metal Detector	$40.00/day
Hammer Drill	$75.00/day
Generator	$100.00/day
Marine/Other Portable Battery	$25.00/day
Trimble GPS	$175.00/day
PetroFlag	$125.00/day + Sample Supplies
ColorTec	$150.00/day + Sample Supplies
HACH Colorimeter	$100.00/day + Sample Supplies
Injection Equipment (Pumps and Hoses)	$500/day
Level D PPE/Field Expendables	$50.00/day

Reference Number: P71257343

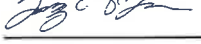
AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Bessemer NC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Bessemer City Environmental Consulting Brownfields Services project ("Project"), as described in Consultant's Proposal dated 09/02/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

Reference Number: P71257343

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to North Carolina law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	**Terracon Consultants, Inc.**	Client:	**City of Bessemer NC**
By:	 Date: **9/2/2025**	By:	Date:
Name/Title:	**Zachary C St Jean / Office Manager III/Sr. Principal**	Name/Title:	**Josh Ross / City Manager**
Address:	**2701 Westport Rd** **Charlotte, NC 28208-3608**	Address:	**132 W Virginia Ave** **Bessemer City, NC 28016**
Phone:	**(704) 509-1777** Fax:	Phone:	**(704) 629-5542** Fax:
Email:	**Zach.StJean@terracon.com**	Email:	**jross@bessemercity.com**

Reference Number: P71257343

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Bessemer NC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Bessemer City Environmental Consulting Brownfields Services project ("Project"), as described in Consultant's Proposal dated 09/02/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee upon mutually agreement by Client.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **RESERVED**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to North Carolina law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client

accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	**Terracon Consultants, Inc.**	Client:	**City of Bessemer NC**
By:	Date: **9/12/2025**	By:	Date:
Name/Title:	**Zachary C St Jean / Office Manager III/Sr. Principal**	Name/Title:	**Josh Ross / City Manager**
Address:	**2701 Westport Rd** **Charlotte, NC 28208-3608**	Address:	**132 W Virginia Ave** **Bessemer City, NC 28016**
Phone:	**(704) 509-1777** Fax:	Phone:	**(704) 629-5542** Fax:
Email:	**Zach.StJean@terracon.com**	Email:	**jross@bessemercity.com**

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 07/2

Item 2.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Megan Unsworth	
Surry Insurance P. O. Box 128 Dobson NC 27017-0128	PHONE (A/C, No, Ext): (336) 386-8228	FAX (A/C, No): (336) 386-4661
	E-MAIL ADDRESS: megan.unsworth@surryinsurance.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURED Gaston County Board of Education 1351 Bradford Heights Road Gastonia, NC 28052	INSURER B : Liberty Insurance Corporation	42404
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- ☐ LOC ☐ OTHER:			TB2-Z51-291992-034	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ ☐			AS7-Z51-291992-024	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			TH7-Z51-291992-064	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE Each Occurrence	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA2-Z5D-291992-014	07/01/2024	07/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is considered an Additional Insured per form LC 99 44 07 18 (attached).

CERTIFICATE HOLDER

Gaston County
128 W. Main Ave.
Gastonia NC 28052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Megan Unsworth

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHOOL AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Paragraph **2.** of provision **L. Medical Payments Limitation – Students** applies only when a Student Medical Expense Limit is shown below:

Student Medical Expense Limit: $ NIL **Each Student**

A. Professional Services Liability

1. The following is added to Paragraph **1. Insuring Agreement** under **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

"Bodily injury" arising out of the rendering of or failure to render "covered professional services" to others by an "employee" shall be deemed to be caused by an "occurrence" but only if such acts or omissions are committed within the scope of his or her employment by you.

With respect to **Section III – Limits Of Insurance**, Paragraph **5.**, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. With respect to the Professional Services Liability insurance provided by this provision, the following exclusion is added to Paragraph **2., Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

Professional Services Liability

"Bodily injury" arising out of any act or omission that:

(1) Is in fact criminal, fraudulent, malicious or deliberately dishonest; or

(2) Occurs prior to the inception date of this coverage:

(a) Of which the insured had knowledge before the inception date of this coverage and reasonably could have expected a claim might result; or

(b) For which other valid and collectible insurance is available to the insured.

3. Except with respect to the ownership or operation of an infirmary with facilities for lodging and treatment or a public clinic or hospital, Paragraph **2.a.(1)(d)** under **Section II – Who Is An Insured** does not apply to the rendering of or failure to render "covered professional services" by an "employee" within the scope of his or her employment by you.

4. For the purposes of coverage afforded under this endorsement, the following is added to **Section V – Definitions**:

"Covered professional services" means professional services, treatment, advice or instruction provided by nurses, psychologists, mental health counselors, psychometric counselors, occupational or physical therapists, hearing and speech therapists, athletic trainers, emergency medical technicians or paramedics.

5. The insurance afforded under this provision is excess over any of the other professional liability insurance whether primary, excess, contingent or on any other basis.

B. Medical Malpractice Limitation

With respect to the ownership or operation of an infirmary with facilities for lodging and treatment or a public clinic or hospital, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. The rendering of or failure to render:

a. Medical, surgical, dental, x-ray, or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;

b. Any health or therapeutic service, treatment, advice or instruction; or

c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.

2. The furnishing or dispensing of or failure to furnish or dispense drugs or medical, dental or surgical supplies or appliances; or

3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

Nursing service, treatment, advice or instruction and health or therapeutic service, treatment, advice or instruction include but are not limited to the rendering of or failure to render "covered professional services" as defined in Paragraph **A.4.** of this endorsement.

C. School Broadcasting And Publication – Personal And Advertising Injury Liability Extension

1. Exclusion **j.(1)** under Paragraph **2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**, does not apply within the scope of your activities as a school.

2. The following is added to **Section IV – Commercial General Liability Conditions**:

Retraction Or Correction Of Erroneous Matter

Retraction or correction shall be promptly made of any matter which has been published or broadcasted through error or mistake, or which is untrue.

3. Paragraph **1.** under **Section V – Definitions** is replaced by:

1. "Advertisement" means an announcement that is broadcast or published in the print, broadcast or electronic media to the general public or specific market segments about goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Announcements that are published include material placed on the Internet or on similar electronic means of communication, but only with respect to your goods, products or services for the purpose of attracting customers or supporters; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

D. Expected Or Intended Injury Extension

Exclusion **a. Expected Or Intended Injury** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

E. Pollution Exclusion – Exception For Classroom Instruction Activities

1. The following is added to provision **(1)(a)** of Exclusion **f.**, **Pollution** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

However, this exclusion does not apply to "bodily injury" or "property damage" that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

2. When the Total Pollution Exclusion endorsement CG 21 55 or CG 21 65 is made a part of this Policy, Paragraph **1.** above does not apply and the following is added to provision **(1)** of Exclusion **f. Pollution** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** as amended by either endorsement CG 21 55 or CG 21 65:

However, this exclusion does not apply to "bodily injury" or "property damage" that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

F. Non-Owned Aircraft

Except with respect to the transportation of students, Exclusion **g.**, **Aircraft, Auto Or Watercraft** under Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to an aircraft that an insured does not own, provided:

1. It is hired or chartered by or loaned to an insured with a trained, paid crew;

2. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and

3. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

G. Unmanned Aircraft

1. Exclusion **g., Aircraft, Auto Or Watercraft** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended by adding the following:

This exclusion does not apply to unmanned aircraft operations if the:

(1) Unmanned aircraft weighs less than 55 pounds and has a maximum airspeed of less than 100 miles per hour.

(2) Operations comply with all Federal Aviation Administration Regulations and Requirements pertaining to unmanned aircraft; and

(3) Operations are included within the insured's operations as a school.

2. The following exclusion is added to Paragraph **2., Exclusions** under **Section I – Coverage B – Personal And Advertising Injury Liability**.

This insurance does not apply to "personal and advertising injury" arising out of unmanned aircraft operations included within the insured's operations as a school.

H. Non-Owned Watercraft

Except with respect to the transportation of students, Exclusion **g.(2), Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is not being used to carry persons or property for a charge;

The insurance afforded under this provision is excess over any of the other insurance whether primary, excess, contingent or on any other basis.

I. Transportation Of Students Limitation

With respect to the transportation of students, Exclusion **g., Aircraft, Auto Or Watercraft** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by any insured. For the purpose of this exclusion the word hired includes any contract to furnish transportation of your students to and from schools.

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

J. Personal Property Of Others – Care, Custody Or Control Extension

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to personal property of others while in the insured's care, custody or control. This insurance applies only to "property damage" arising out of the insured's operations as a school.

2. Except with respect to "property damage" resulting from the use of elevators, Exclusion **j.(4)**, under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, does not apply to the coverage provided by this provision.

3. Subject to **4.** below, the most we will pay for "property damage" to personal property of others while in the insured's care, custody or control arising from any one "occurrence" is $100,000. This amount is subject to the Each Occurrence Limit described in Paragraph **5.** of **Section III – Limits Of Insurance**.

4. The most we will pay for the sum of all "property damage" to personal property of others while in the insured's care, custody or control in an annual policy period is $100,000. This amount is subject to the General Aggregate Limit described in Paragraph **2.** of **Section III – Limits Of Insurance**.

5. We will not pay for "property damage", under this provision, until the amount of "property damage" exceeds $250.

K. Medical Payments Extension

If **Coverage C – Medical Payments** is not otherwise excluded from this Coverage Part:

1. Paragraph **7.** of **Section III – Limits Of Insurance** is replaced by the following:

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person other than your student. The Medical Expense Limit is the greater of:

a. $15,000; or

b. The Medical Expense Limit shown in the Declarations.

2. Subparagraph **(b)** of Paragraph **1.a. Insuring Agreement** under **Coverage C – Medical Payments** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

L. Medical Payments Limitation – Students

1. If **Coverage C – Medical Payments** is not otherwise excluded from this Coverage Part, the following is added to Paragraph **2.**, **Exclusions** under **Section I – Coverage C – Medical Payments**:

We will not pay expenses for "bodily injury" to your students.

2. When a Student Medical Expense Limit is shown in the Schedule of this endorsement, Paragraph **1.** of this provision does not apply and the following is added to **Section III – Limits Of Insurance**:

Subject to **5.** above, the Student Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one of your students.

M. Increased Cost Of Bail Bonds And Loss Of Earnings – Extension Of Supplementary Payments – Coverages A And B

Supplementary Payments – Coverages A And B is amended as follows:

1. Paragraph **1.b.** is replaced by the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

N. Criminal Acts Defense Expense Coverage

1. The following is added to **Supplementary Payments – Coverages A And B:**

Subject to a Criminal Acts Defense Expense Coverage Aggregate Amount of $50,000 and at your request, we will reimburse the insured for "defense expenses" incurred in the defense of a criminal action or criminal proceeding brought against the insured and commencing during the policy period but only if:

a. The criminal action or criminal proceeding arose from acts committed within the scope of employment by you or while performing duties related to the conduct of your business; and

b. The insured is acquitted or the charges are dropped; and

c. The "defense expenses" are reported to us within one year of the acquittal or dropped charges.

We have no duty to defend the insured. The insured must select an attorney of his or her choice for representation in the criminal action or criminal proceeding. Our obligation to reimburse "defense expenses" ends when the Criminal Acts Defense Expense Coverage Aggregate Amount has been used up in the reimbursement of "defense expenses".

2. The coverage provided under Paragraph **1.** of this provision does not apply to "defense expenses" incurred for:

a. Appeals after a guilty verdict is rendered at the first trial;

b. Any retrial upon an entry of a mistrial after verdict; or

c. Any retrial after appeal.

3. Regardless of the number of insureds, criminal actions or criminal proceedings, the Criminal Acts Defense Expense Coverage Aggregate Amount is the most we will reimburse all insureds under Paragraph **1.** of this provision for the sum of all "defense expenses". If the policy period is for more than one year, the Criminal Acts Defense Expense Coverage Aggregate Amount applies separately to each consecutive annual period, and to any remaining period of less than 12 months starting with the beginning of the policy period. But if the policy period is extended after issuance for less than 12 months, the additional period will be deemed part of the last preceding period for the purposes of determining the Criminal Acts Defense Expense Coverage Aggregate Amount.

4. As used in this provision, "defense expenses" means those reasonable and necessary expenses that result from the defense of a specific criminal action or criminal proceeding brought against the insured, including:

a. Attorney and paralegal fees and expenses; and

b. Costs of legal proceedings

"Defense expenses" does not include loss of earnings or any fines or penalties imposed by law.

5. The insurance provided by this provision does not apply if there is available to the insured:

a. Any other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis; or

b. Any other provision of this Policy

that would also apply to the expenses covered under this provision.

O. Extension Of Who Is An Insured

1. Paragraph **2.** of **Section II – Who Is An Insured** is amended to include as an insured:

a. Any of the following but only with respect to their duties in connection with the positions described below:

(1) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;

(2) Any of your board members or commissioners if you are a public board or commission; or

(3) Any student teachers teaching as part of their educational requirements.

b. Any club or organization, if they have been specifically authorized by you, and only with respect to their use of your premises and their activities elsewhere that are within the scope of the authorized purpose of such organization. Clubs or organizations include, but are not limited to:

(1) Parent support groups or booster clubs;

(2) Student groups; or

(3) Alumni groups.

A club's or organization's directors, officers or members are also insureds, while acting within the scope of their duties for such club or organization.

c. Any affiliated subsidiary, organization, board, commission, foundation or endowment that you own or control more than 50% of such entity.

The insurance provided by this provision does not apply if there is available to the insured any other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis that would apply to the insurance provided under this provision.

d. Any of your students who are members of a safety patrol which you have organized or operate, but only for "bodily injury" or "property damage" that occurs while performing duties related to the conduct of such safety patrol. This includes the parents or legal guardian of such student, but only with respect to his or her liability as a parent or guardian because of "bodily injury" or "property damage" arising out of the operation of such safety patrol.

The insurance provided by this provision is excess over any of the other insurance available to the insured, whether primary, excess, contingent or on any other basis.

2. Definitions **5.** and **19.** under **Section V – Definitions**, are replaced by the following:

5. "Employee" includes a "leased worker" or a substitute teacher. "Employee" does not include a "temporary worker".

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a substitute teacher.

P. Coverages A and B Extension – Co-Employees And Volunteer Workers

Except with respect to "bodily injury" or "personal and advertising injury" to a person arising out of employment-related practices, **Section II – Who Is An Insured** is modified as follows:

1. Paragraph **2.a.(1)(a)** is replaced by the following:

2. a. (1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

2. Paragraph **2.a.(1)(b)** is deleted.

Employment-related practices means refusal to employ that person, termination of that person's employment, or practices, policies, acts or omissions related to employment, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person.

Q. Newly Acquired Or Formed Organizations

Paragraph **3.a.** of **Section II – Who Is An Insured** is replaced by the following:

a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

R. Additional Insureds – By Contract, Agreement Or Permit

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your Policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or part, by:

a. Your ongoing operations performed for that person or organization;

b. Premises or facilities owned or used by you; or

c. Your maintenance, operation or use of equipment rented or leased to you by such person or organization.

With respect to Paragraph **1.a.** above, a person's or organization's status as an insured under this provision ends when your operations for that person or organization are completed.

With respect to Paragraph **1.b.** above, a person's or organization's status as an insured under this provision ends when their contract or agreement with you for such premises or facilities ends.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This provision does not apply:

a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";

b. To "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;

c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities;

d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omissions that results from the additional insured's sole negligence or wrongdoing;

e. To any lessor of equipment after the equipment lease expires, or

f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this Policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

S. Additional Insured – Vendors

1. Paragraph **2.** of **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that distribute or sell "your products" in the regular course of their business, hereafter referred to as vendors, to whom you are obligated by a written agreement to procure additional insured coverage under your Policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

2. Exclusions

With respect to the insurance provided by this provision, the following additional exclusions apply:

a. This insurance does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Paragraphs **(4)** or **(6)**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from which you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. The insurance afforded to any person or organization as an insured under this provision:

a. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the Limits of Insurance provided by this Policy;

b. Does not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement attached to this Policy applies to that person or organization with regard to the "bodily injury" or "property damage";

c. Applies only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written agreement; and

d. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs.

T. Primary And Noncontributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

The following is added to Condition **4., Other Insurance** under **Section IV – Commercial General Liability Conditions**:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your Policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

U. Property Damage Liability – Elevators

1. Paragraphs **(3)**, **(4)**, and **(6)** under Exclusion **j., Damage To Property of Section I – Coverage A – Bodily Injury And Property Damage Liability**, do not apply if such "property damage" results from the use of elevators.

2. The insurance afforded by this provision is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

V. Damage By Fire, Lightning, Explosion, Smoke Or Leakage

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

a. The fourth from the last Paragraph of Exclusion **j., Damage To Property** is replaced by the following:

Paragraphs **(1)**, **(3)**, and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

b. The last Paragraph is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

2. Paragraph **6.** under **Section III – Limits Of Insurance**, is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems, while rented to you or temporarily occupied by you with permission of the owner. This limit is the greater of:

a. $500,000; or

b. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

3. The word "fire" is replaced with "fire, lightning, explosion, smoke or leakage from automatic fire protection systems" where it appears in:

a. Section IV – Commercial General Liability Conditions, Condition **4., Other Insurance**, Paragraph **b. Excess Insurance**, Paragraph **(1)(a)(ii)**; and

b. Section V – Definitions, Paragraph **9.a.**

W. Location(s) General Aggregate Limit

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I – Coverage C – Medical Payments**, which can be attributed only to operations at a single "location":

a. A separate Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

b. The Location General Aggregate Limit is the most we will pay for the sum of all damages under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Section I – Coverage C – Medical Payments** regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

c. Any payments made under **Section I – Coverage A – Bodily Inury And Property Damage Liability** for damages or under **Section I – Coverage C – Medical Payments** for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location".

d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You, and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I – Coverage C – Medical Payments**, which cannot be attributed only to operations at a single "location":

a. Any payments made under **Coverage A – Bodily Injury And Property Damage Liability** for damages or under **Coverage C – Medical Payments** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit whichever is applicable; and

b. Such payments shall not reduce any Location General Aggregate Limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Location General Aggregate Limit.

4. For the purposes of this provision, the following is added to **Section V – Definitions**:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

5. The provisions of **Section III – Limits Of Insurance** not otherwise modified by this provision shall continue to apply as stipulated.

X. Waiver Of Transfer Of Rights Of Recovery Against Others To Us – When Required In A Written Contract Or Agreement With You

The following Paragraph is added to Condition **8.**, **Transfer Of Rights Of Recovery Against Others To Us** under **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

a. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and

b. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

Y. Knowledge Of Occurrence, Offense, Claim Or Suit

Except with respect to Professional Liability Paragraph **2.(2)(a)** in Section **A., Professional Services Liability** of this endorsement, the following is added to Condition **2., Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless your school superintendent, business manager or a person who has been designated by them to receive reports of "occurrences", offenses, claims and "suits" shall have received such notice from the agent, servant or "employee".

Z. Failure To Disclose Hazards And Prior Occurrences

The following is added to Condition **6., Representations** under **Section IV – Commercial General Liability Conditions**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the Policy shall not prejudice the coverage afforded by this Policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

AA. Liberalization Clause

If we revise this School Amendatory Endorsement to provide more coverage without additional premium charge, your Policy will automatically provide the coverage as of the day the revision is effective in your state.

BB. Bodily Injury Redefined

The definition of "bodily injury" in Paragraph **3.** of **Section V – Definitions** is replaced by the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

STATE OF NORTH CAROLINA
COUNTY OF GASTON

AGREEMENT FOR SCHOOL-COMMUNITY COOPERATION

AGREEMENT made and entered into on the 1st day of July, 2025, by and between the **CITY OF BESSEMER**, a body politic and corporate having a charter granted by the General Assembly of North Carolina, ("City"); and **THE GASTON COUNTY BOARD OF EDUCATION**, a corporate body created under the provisions of Chapter 633 of the 1977 Session Laws of North Carolina, ("Board");

W I T N E S S E T H:

WHEREAS, City and Board are mutually interested in the welfare of the inhabitants of the City of Bessemer; and

WHEREAS, City and Board are authorized to enter into agreements with each other and to do any and all things necessary or convenient to aid in the cultivation of citizenship by providing for adequate school and community recreation programs; and

WHEREAS, City and Board each possess facilities located within the confines of City that would be beneficial for the other to use at certain times; and

WHEREAS, in the interest of offering the best service to the most people with the least possible expenditure of public funds, full cooperation between the City and Board is necessary;

NOW, THEREFORE, in consideration of the mutual promises made by City and Board, these parties do hereby agree as follows:

I.
DEFINITIONS

A. The word "property" shall mean and include both real and personal property.

B. The term "this agreement" shall include any future written amendments, modifications, or supplements made in accordance with Section XXI, infra.

C. Each party shall be deemed to be "using" the property of the other during the time requested and approved in accordance with Section IV, infra, or in accordance with any amendment, modification or supplement to this agreement.

D. Throughout this agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine and the singular number the plural, and vice versa.

II.
TERM

The initial term of this agreement shall be for a period commencing on **July 1, 2025**, and ending on **June 30**, **2028,** both dates inclusive, unless sooner terminated as herein provided.

The term of this agreement shall be automatically extended for a period of three years beginning on **July 1, 2028,** upon the same terms and conditions, herein provided, unless

one party gives to the other four months before the end of the initial term of the agreement written notice that the agreement shall not be so extended.

III.
PROPERTY MADE AVAILABLE

A. **BOARD'S PROPERTY**. Upon City's compliance with the procedures set forth in Section IV.A., infra, Board will make available to City for community recreation activities that property belonging to Board which is suitable for such activities.

B. **CITY'S PROPERTY**. Upon Board's compliance with the procedures set forth in Section IV.B., infra, City will make available to Board, for school events, activities, and/or programs, that property belonging to City which is suitable for such activities.

IV.
PROCEDURE

A. **CITY'S USE OF BOARD PROPERTY**.

1. City submits a written proposal to the appropriate school principal requesting that City be allowed to use certain of Board's property made available to City under Section III.A., supra. This request will specify the desired property, date(s), time(s) and intended use(s).

2. The principal then determines whether or not the requested property is available at the desired time and who determines what conditions should govern the use of the requested property. If he/she approves the request, the principal notifies the Director of Athletics of Board ("Director") to that effect.

3. If Director concurs with the recommendation of the principal, he/she executes the proposal, retaining two copies for Board's records and forwards two copies to City for City's records.

B. **SCHOOL'S USE OF CITY PROPERTY**.

1. Board submits a written proposal to the Recreation Director of City requesting that Board be allowed to use certain of City's property made available to Board under Section III.B., supra. This request will specify the desired property, date(s), time(s), and intended use(s).

2. The Recreation Director then determines whether or not the requested property is available at the desired time and who determines what condition should govern the use of the requested property. If he/she approves the request, the Recreation Director notifies the City Manager to that effect.

3. If City Manager concurs with the recommendation of the Recreation Director, he/she executes the proposal, retaining two copies for City's records, and forwards two copies to Director for Board's records.

V.
PRIORITY

In determining the use of Board's property, school events, activities and/or programs shall have first priority; municipal recreation activities shall have second priority; and all events by any other groups or agencies shall have third priority. In determining the use of City's property, municipal recreational activities shall have first priority; school events,

activities and/or programs shall have second priority; and all events by any other groups or agencies shall have third priority.

VI.
SUPERVISION

Board shall be entirely responsible for supervision of any use made of City's property by Board pursuant to this agreement. City shall be entirely responsible for supervision of any use made of Board's property by City pursuant to this agreement.

VII.
EXPENDABLE MATERIAL

Each party hereto will furnish and supply all expendable materials necessary for its use of property belonging to the other.

VIII.
IMPROVEMENTS

City may improve Board's property by installing sprinkler systems, turfing, lighting, fencing, play and recreation equipment thereon, subject to Board's prior written approval of the location, plans and specifications for the placement of all such improvements upon school premises and of the type, design and construction thereof. Board shall, however, share in such expense to the extent authorized in its annual budget. The cost of maintaining these improved areas and facilities shall be borne proportionally by City and Board as determined by the relative use thereof, and each party agrees to maintain such areas and facilities in good condition during the periods of its responsibility therefore.

Board shall have the same right to improve City's property made available to Board for school events, activities and/or programs, and shall also have the same duties and responsibilities with respect to City's property as are set forth in the preceding paragraph of this Section VIII.

IX.
RIGHT OF REMOVAL

It is agreed that all personal property owned by City and erected in or upon Board property, even though attached to the realty, as well as all other permanent improvements, may be removed by the City at any time, provided that: (1) City shall not then be in default in the performance of the covenants hereof, (2) the removal of any such property and/or improvements shall be effected before the expiration of the term of this agreement, and (3) all damage caused to said premises by such removal shall be repaired by City on or before said expiration.

It is further agreed that Board shall have the same right to remove all personal property belonging to Board which it has erected in or upon any premises belonging to City even though the same may be attached to the reality under the same terms as are set forth in the preceding paragraph of this section IX.

X.
RIGHT OF INSPECTION

Board shall have the right to enter into and upon all its property made available to City for community recreation activities under this agreement for the purpose of examining and inspecting the same and determining whether City shall have complied with its obligations hereunder with respect to the care and maintenance of the premises and repair or rebuilding of the improvements thereon when necessary. City shall have the

same right to enter into and upon its property made available to Board under this agreement.

XI.
MAINTENANCE

Each party, while using the property of the other pursuant to this agreement, shall (1) keep the property in neat order; (2) promptly remove all trash, refuse, garbage and debris of any kind from the said property which accumulates from such use; (3) ascertain that a sufficient number of receptacles are available in the area for the disposal of such trash, refuse, garbage and debris of every kind; (4) prohibit littering; and (5) systematically and periodically clean the floors and restroom facilities.

XII.
REPAIR, REPLACEMENT AND CONDITION AT TERMINATION

Each party shall, at the end of its period of use of the property of the other party pursuant to this agreement, surrender such property to the other in as good condition as it was at the time of the commencement of such use, reasonable wear and tear and damage by fire or other casualty excepted. Each party shall, at its own expense, make all repairs and/or replacements necessary to surrender the property of the other in accordance with this Section. All such repairs and/or replacements shall be at least equal in quality and class to the original work.

XIII.
INDEMNIFICATION

It is expressly agreed and understood that Board will not be liable for any claims, damages, losses or expenses of any kind whatsoever, whether to persons or property (including, but not limited to, those claims, damages, losses or expenses resulting from or by reason of Board's negligent acts or omissions) arising out of, related to or connected with any accident, occurrence or event on or about Board's property, when the accident, occurrence or event takes place while City is using said property pursuant to this agreement. It is also agreed and understood that City will not be liable for any claims, damages, losses or expenses of any kind whatsoever, whether to persons or property (including, but not limited to, those claims, damages, losses or expenses resulting from or by reason of City's negligent acts or omissions) arising out of, related to, or connected with any accident, occurrence or event on or about City's property, when the accident, occurrence or event takes place while the Board is using said property pursuant to this agreement. As a result of this express agreement and understanding, each party will at all times indemnify and hold the other party harmless, and will defend the other at its own expense, with respect to all aforementioned claims, damages, losses or expenses, whether such claims, damages, losses or expenses are covered by the other's insurance.

XIV.
REMEDIES FOR BREACH

In the event either party shall breach or threaten to breach any provision(s) of this agreement, the other shall be entitled to terminate this agreement in accordance with Section XXII.B., infra. Additionally, each party shall indemnify the other against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including reasonable attorneys' fees, arising out of its breach of any provisions(s) of this agreement.

XV.
ARBITRATION

Mayor of City ("Mayor") and Chairman of Board ("Chairman") are hereby constituted a Panel of Arbitration. Either party from time to time hereafter, upon ten days written notice to the other party, may substitute any person in lieu of its representative. This panel shall have authority, upon the written concurrence of both of its members, to determine every question which may arise under this agreement. In the event of disagreement, they shall name a disinterested third party; and the question in dispute shall be submitted to the three. A decision of a majority thereof shall be final and binding upon both parties. However, if they are unable to agree upon any such third party, then the Senior Resident Superior Court Judge of the Judicial District then embracing Gaston County shall name him/her.

XVI.
ASSIGNMENT

Neither party shall sell or assign its rights under this agreement.

XVII.
OBLIGATION OF SUCCESSORS

The agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.

XVIII.
WAIVER OF BREACH

The waiver by either party of a breach of any provision of this agreement by the other will not be construed as a waiver of any simultaneous or subsequent breach by the other.

XIX.
COVENANT OF QUIET ENJOYMENT

Each party hereto agrees that the other's performance of the covenants to be performed by it hereunder shall entitle it to peaceably and quietly have, hold and enjoy the premises made available to it pursuant to this agreement.

XX.
ENTIRE AGREEMENT

This instrument contains the complete and exclusive statement of the agreement between Board and City, which supersedes all proposals, oral or written, and all other communications between Board and City relating to the subject of this agreement. All prior agreements, understanding, terms or conditions are deemed merged into this contract.

XXI.
MODIFICATION

This agreement may not be amended, modified or supplemented orally but only by written agreement, signed by the party(ies) against whom enforcement of any amendment, modification or supplement is sought.

Both parties recognize that conditions peculiar to the property made available to it hereunder, the intended use of the property, the limited availability of the property,

and/or proposed improvement of the property may necessitate the execution of amendments, modifications or supplements hereto.

XXII.
TERMINATION

A. **TERMINATION WITHOUT CAUSE**.

Except as provided in Article II herein, either party may terminate this agreement at any time without cause by giving to the other party at least six months' prior written notice of its intention to terminate. Termination without cause will be effective as of the date specified in said notice.

B. **TERMINATION FOR CAUSE**.

Either party may terminate this agreement at any time upon written notice in the event of breach of any provision(s) of this agreement. Termination for cause will be effective ten (10) days after the date notice is given in the event that during such time the breach is not remedied.

XXIII.
CONSTRUCTION

This agreement shall be governed by the laws of the State of North Carolina.

XXIV.
SEVERABILITY

The invalidity or unenforceability of any provision(s) of this agreement shall in no way affect the validity or enforceability of any other provision(s).

XXV.
COUNTERPARTS

This agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts together shall constitute but one and the same instrument.

XXVI.
INSURANCE

Each party shall be responsible for maintaining fire, extended coverage, and vandalism and malicious mischief insurance on the property owned by it and made available to the other during the term of this agreement. Board and City hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty covered by the above insurance on their respective properties.

In addition, each party shall maintain a policy of comprehensive general liability insurance with a minimum limit of liability of one-million dollars ($1,000,000.00) for bodily injury and for property damage and, an umbrella liability policy with a minimum limit of a liability of one-million dollars ($1,000,000.00), to be effective while it is using the property of the other pursuant to this agreement. Within fifteen (15) days after the date hereof, each party shall deliver to the other certificates of insurance certifying that the insurance specified in this paragraph is in full force and effect. Such policies shall contain contractual coverage or name the parties to this agreement as the insured’s. All insurance shall be affected by valid and enforceable policies issued by insurers of recognized responsibility; and all such policies shall, to the extent obtainable, contain an

agreement by the insurers that such policies shall not be cancelled without at least thirty (30) days' prior written notice to the parties.

XXVII.
NOTICES

Every notice, approval, consent or other communication authorized or required by this agreement shall not be effective unless the same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested.

(a) If intended for City, it shall be addressed to:

_____, Title

City of _____

Address

and (b) if intended for Board shall be addressed to:

Name: _____

Title: _____

The Gaston County Board of Education

P.O. Box 1397

Gastonia, NC 28053

or to such other address or to such other person, firm or corporation as either party may designate by notice given from time to time in accordance with this Article XXVII. Any notice given in accordance with the provisions of this Article shall be deemed to have been given as of the date such notice shall have been placed in the United State Postal Service.

XXVIII.
LIST OF CURRENT OFFICIALS

Each party will keep posted with the other a current list of all officials of City and Board who are in any way involved in the implementation of this agreement.

IN WITNESS WHEREOF, City and Board have executed this agreement the day and year first above written.

CITY OF _____

By _____
Mayor

ATTEST:_____
City Clerk

THE GASTON COUNTY BOARD OF EDUCATION

By _____
Chairman

ATTEST:_____
Secretary

STATE OF NORTH CAROLINA

COUNTY OF GASTON

This ___ day of _____, 2____, _____

personally appeared before me, who being duly sworn by me says that he/she knows the common seal of the City of _____ and is acquainted with _____, who is the Mayor and presiding member of municipal corporation; and that he/she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor, and that he/she, the same signed his/her name in attestation of said presence of said Mayor of said municipal corporation.

Witness my hand and notarial seal, this the day and year first above written.

_____
Notary Public

My Commission Expires: _____.

* * * * * * * * * * * * * * * * * * * *

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I,_____, a Notary Public, do hereby certify that **Dr. Morgen Houchard**, personally appeared before me this day, who being by me duly sworn, says that he knows the common seal of The Gaston County Board of Education, a corporate body, and is acquainted with **Josh Crisp**, who is the Chairman and presiding member of said corporate body, and that he, the said **Dr. Morgen Houchard**, is the Secretary of said corporate body and saw the Chairman sign the foregoing instrument in the name of said corporate body, and saw the said common seal of said corporate body affixed to said instrument by said Chairman of said corporate body.

Witness my hand and notarial seal, the __ day of

_____, 20___.

_____
Notary Public

My Commission Expires:_____

EXHIBIT A

Gaston County Schools
shaping our future

Morgen A. Houchard, Ed.D.
Superintendent

Central Administrative Office
943 Osceola Street
P. O. Box 1397
Gastonia, NC 28053
704-866-6100
FAX 704-866-6175

Department of
Exceptional Children
215 West Third Avenue Gastonia,
NC 28052
704-866-6160
FAX 704-866-6191

Division of
Resource Management
1351 Bradford Heights Road
Gastonia, NC 28054
704-866-6129
FAX 704-866-6193

School Nutrition Programs
500 Reid Street
Lowell, NC 28098
704-836-9110
FAX 704-824-8442

Staff Development Center
240 Eighth Avenue
Cramerton, NC 28032
704-824-2828
FAX 704-824-4918

Teacher Resource Center
366 W. Garrison Boulevard
Gastonia, NC 28052
704-866-6174
FAX 704-866-6194

May 27, 2025

Mr. Jo-D Franklin
City of Bessemer
132 W. Virginia Ave.
Bessemer City, North Carolina 28016

Dear Mr. Franklin,

Please find enclosed two copies of the Agreement for School-Community Cooperation between the City of Bessemer and Gaston County Schools. Also enclosed is Gaston County Schools' Certificate of Liability Insurance.

After reviewing, please have the appropriate people sign both copies and send them back to P.O. Box 1397 Gastonia, NC 28053 addressed to Bessie Harvey. Please also send a copy of your Certificate of Liability Insurance with Gaston County Schools labeled as the certificate holder.

Respectfully,

Bessie Harvey

Bessie Harvey
Assistant Superintendent of Operations