Exhibit A (Single Prime Contract Edition)

Insurance and Bond Requirements

Revised 8/19

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A. General Provisions

1. The Owner is not required to maintain any insurance pursuant to this agreement outside the usual property and risk policies and coverages it elects to obtain and maintain, in its sole discretion. To the extent Owner has any such insurance policies and/or agreements regarding coverage for liability and/or loss, such agreements shall be deemed excess and non-contributory to all insurance policies required from the Single Prime Contractor ("SPC") herein.

2. The insurance policies and coverages required herein are for the protection of the Owner and the SPC. The parties expressly agree that nothing herein releases, waives, or discharges the SPC, partially or in whole, from any other risks or contractual obligations to the Owner, including but not limited to performance of the work. The SPC is strictly responsible for all deductibles, self-insured retention, co-pays, and any losses, claims, and costs of any kind which exceed the SPC's limits of liability, or which may be outside the coverage scope of the policies.

3. All insurance policies, and any self-insurance maintained by SPC where applicable, required herein for any claims related to this Project shall satisfy the following:

a) obtained from carriers with a minimum rating of A- and Class VII as evaluated by the most current A.M. Best Rating Guide and utilizing agents and brokers holding valid licenses from the State of North Carolina;

b) written as to be primary and noncontributory with respect to any policy maintained by the Owner;

c) maintained in full force and effect through the contractual period for correction of the work set forth in the Agreement between the SPC and Owner;

d) not be cancelled, terminated or altered without a minimum of 30 days' advance written notice by certified mail to the Owner by SPC and by the carrier; and

e) include a provision waiving subrogation against the Owner for all claims, including any claims wherein the Owner is an additional insured.

4. Within no less than five (5) business days prior to beginning work, SPC shall hand-deliver to the Owner appropriate Certificates of Insurance evidencing coverage as required in Section I(B) below. Said Certificates of Insurance must indicate that the Owner is an additional insured when required by the Owner. In addition, since a Certificate of Insurance does not legally bind the carrier, SPC must provide copies of the actual policy endorsements demonstrating that the Owner is an additional insured on each policy when required along with the Certificates of Insurance. Upon request by the Owner, SPC must produce full copies of all policies. The Owner's failure to note that SPC has not fully complied with this paragraph and allowed SPC to begin work shall not release or diminish the liability and obligations of SPC to the Owner nor constitute a waiver of the insurance requirements herein. SPC shall provide evidence of new coverages with pay applications when any current coverage expires, lapses or is otherwise altered.

5. The policy limits set forth below are a contractual minimum and SPC must provide higher coverage amounts if required by applicable law at any time during the period that insurance is required herein. Any failure to comply with these insurance requirements shall be a material breach of the SPC's Agreement with the Owner. The Owner's written waiver of any insurance requirement herein shall not be construed as a waiver of any other insurance requirement.

6. The Owner, at SPC's expense, may obtain and/or maintain any coverage which SPC fails to obtain or maintain, at Owner's sole discretion. Such action shall be for Owner's sole protection and shall not release, waive, or discharge the SPC, partially or in whole, from any other risks or contractual obligations to the Owner, including but not limited to performance of the work.

7. The SPC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8. The claim provisions in the SPC's insurance policies must specifically state the insurance company has both the right and duty to adjust a claim and provide defense.

9. The policies shall not contain any provision or definition which would serve to exclude or eliminate from coverage third party claims, including exclusions of claims for bodily or other injury to shareholders, partners, officers, directors, or employees of the SPC or the Owner.

10. If the policies contain any condition stating that coverage is null and void (or words to that effect) if the SPC does not comply with the most stringent regulations governing the Work, it shall be modified so that coverage shall be afforded in all cases except for the SPC's willful or intentional noncompliance with applicable government regulations.

11. Any failure by any person to comply with reporting or other provisions of any insurance policy, including breach of warranties, shall not affect the coverage obligations that the SPC owes to the Owner and its representatives, officials, and employees herein. The insolvency or bankruptcy of the insured shall not relieve the insurance companies of their obligations under these policies. Any clauses to the contrary are unacceptable and must be stricken.

12. If SPC is engaged in a joint venture, each legal entity must obtain the required insurance policies herein unless the joint venture incorporates and is legally able to obtain such insurances in the name of the joint venture. For SPC provided insurance, evidence of a blanket joint venture endorsement substantially similar to the following must be obtained from the general liability and pollution liability carriers of each joint venture partner and maintained for a period of six (6) years after completion of the Project: *"With respect to "your work", and the "products-completed operations hazard",*

you are an insured for your liability arising out of the conduct of any partnership or joint venture of which you were a partner or member, even though this partnership or joint venture is not shown as a Named Insured in the Declarations. This coverage is excess over any available liability purchased specifically to insure the partnership or joint venture. This coverage will not inure to the benefit of any other party except you."

B. SPC's Insurance Coverage Limits

1. Workers' Compensation shall be maintained with at least the minimum statutory limits, including Employer's Liability with limits of at least $1,000,000.00.

2. Employer's Liability shall be maintained with at least limits of $100,000 each accident; $100,000 disease, each employee; and $1,000,000 disease, policy limit.

3. Commercial General Liability shall be maintained with at least the following minimum limits with the policy and the Certificate of Insurance indicating that the coverage is written on a "project" basis:

a)	$1,000,000	Bodily Injury and Property Damage for each occurrence
b)	$100,000	Fire Damage
c)	$10,000	Medical Expenses any one person
d)	$1,000,000	Personal and Advertising Injury
e)	$1,000,000	Products/Completed Operations Aggregate
f)	$2,000,000	General Aggregate

List the Owner (including its officers, agents and employees) as an additional insured on the policy as evidenced by a policy endorsement. Coverage shall include, but not be limited to, the following supplementary coverages: Contractual Liability to cover liability assumed under this Agreement, Product and Completed Operations Liability insurance, Broad Form Property Damage Liability insurance, and Independent Contractors.

Such policy shall include all of the coverages, which may be included in coverages A, B, and C contained in the Commercial General Liability Policy, without deletion. Such policy must be issued on an "occurrence" basis, as distinguished from a "claims made" basis.

Completed Operations shall extend one (1) year after final payment

If the SPC has design responsibility, endorsement CG22 80 and DIC for contractors' professional liability is required unless waived by the Owner.

4. Automobile Liability – Including Hired-Auto and Non-Owned Auto shall be maintained with at least a Minimum Combined Single Limit of $1,000,000 per occurrence.

5. For Contractors with remediation or abatement responsibilities, Contractors shall carry Contractor's Pollution Liability Coverage. Coverage must be sudden and non-sudden, and include: Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death; Property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; and Defense, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages. List the Owner (including its officers, agents and employees) as an additional insured on the policy as evidenced by a policy endorsement.

The Owner must be named as Additional Insured, and a Non-Owned Disposal Site Endorsement must be provided, scheduling the appropriate landfill. Minimum CPL limits of coverage shall be:

a) $1,000,000 Per Loss
b) $2,000,000 All Losses

6. Builder's Risk Insurance: If requested by the Owner, the SPC shall be responsible for purchasing and maintaining insurance satisfactory to the Owner to protect the Project from perils of physical loss. The Owner shall receive copies of the builder's risk insurance policies that satisfy this Article. The SPC shall be responsible for any deductibles associated with this coverage.

The builder's risk insurance shall provide for the cost of replacement of the Work at the time of any loss. The insurance shall include as additional insureds the Owner, the SPC, the Contractors and their subcontractors and shall insure against the loss from the perils of fire and all risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, terrorism, transit, flood, mold, earthquake, testing, or damages resulting from defective design, negligent workmanship or defective material. The SPC shall obtain approval from the Owner before increasing any coverage due to increases in construction costs. See the Supplementary General Conditions § 9.3.2 regarding SPC's responsibilities for materials stored off-site.

Section II. Performance and Payment Bonds

A. Prior to beginning the Work, the Contractor shall furnish separate surety bonds to the Owner each in the amount of one hundred percent (100%) of the Contract Sum to secure the faithful performance of the terms of the Contract and the payment of all sums due for labor and materials and obligations thereunder unless otherwise specifically stated in the Bidding Documents.

B. The performance bond and the payment bond shall be executed by the Contractor and a Surety company legally authorized to do business in the State of North Carolina and shall have the corporate seals of the Contractor and the Surety affixed, it being a requirement that the bonds shall be sealed instruments.

C. A North Carolina licensed registered agent of the Surety shall either sign the bonds under a valid power of attorney executed by the Surety or countersign the bonds if the Surety itself signs the bonds. Any power of attorney executed by the Surety shall be attached to the bonds and certified by the Surety to be in effect as of the date of execution of the bonds.

D. The costs of the performance bond and the payment bond shall be included in the Contract Sum.

E. The performance bond and the payment bond shall be in the forms included with the Contract Documents and as specified in North Carolina General Statute § 44A-33. **{Note: AIA DOCUMENT A-312 OR ANY SUCCESSOR AIA FORM IS NOT ACCEPTABLE NOR IS ANY OTHER FORM OF BOND}.**

F. The requirements and obligations of North Carolina General Statutes § 143-129 and Article 3 of Chapter 44A of the North Carolina General Statutes are hereby expressly incorporated with regards to the performance bond and the payment bond.