

Procedural Clarifications Document - Exhibit To Contracts

10/19/2010

1. Owner's Approval Rights

- a. BB&T (as the Owner) at all times throughout the life of the project, reserves the right to approve or disapprove the:
 - i. General Contractor personnel
 - ii. Subcontractor personnel
 - iii. Vendor personnel.
- b. BB&T reserves the right to require the removal of any personnel from the project at any time and for any reason.

2. General Contractor's Responsibilities

- a. The General Contractor:
 - i. Is fully responsible for the schedule, materials, and workmanship of all subcontractors, vendors, and labor within the General Contractor's scope-of-work and the applicable Agreement Between The Owner and The Contractor.
 - ii. Shall ensure that the conduct of all personnel under his control shall be totally professional with respect to:
 - 1. The Owner's personnel
 - 2. The Owner's clients
- b. Project Manager and Superintendent
 - i. The Project Manager and the Project Superintendent must be full-time employees of the General Contractor.
 - ii. Consultants, part-time employees, or contract employees shall not be assigned to the Owner's project in the above functions.
 - iii. Experience:
 - 1. The Project Manager and the Project Superintendent:
 - a. Shall have at least 10 years of experience in the management of commercial construction, preferably with as much bank construction experience as possible.
 - b. Shall be ranked in the top level of the General Contractor's staff ranking in effectiveness and quality for those positions.
 - iv. The Project Superintendent:
 - 1. Shall be assigned to the project site on a full-time basis.
 - 2. Shall be on-site whenever work is on-going.
 - 3. Shall be responsible for scheduling, coordinating, problem-solving, and expediting.
 - 4. Shall not have any responsibility on any other project.
 - 5. Shall not be a "Working Superintendent".
 - 6. Shall not do any trade or general work.
 - v. The Owner's Project shall not be used as a training project for the General Contractor's Project Manager or Superintendent.

- c. Schedule of Values
 - i. The General Contractor shall present the cost of the project in the form of a Schedule of Values in the BB&T format and displaying the number of individual line items of work as required by the Owner.
 - ii. The General Contractor will not engage in "Front-End Loading".
 - 1. Front-End Loading as used herein refers to the distortion of the component line-item values of construction activities as represented on the General Contractor's Schedule of Values, with the result being that those activities which occur during the initial portion of the project schedule are stated with artificially high values.
 - 2. Schedules of Values which are determined by the Owner to display Front-End Loading will be returned to the General Contractor for correction.

- d. Application and Certificate for Payment (AIA G702/G703)*
 - i. The General Contractor shall submit for payment using the Application and Certificate for Payment (AIA forms G702/G703) as modified by BB&T, categorized only as shown.
 - ii. The Application and Certificate for Payment shall be filled out completely and shall include:
 - 1. The General Contractor's signature
 - 2. The notarization of the General Contractor's signature
 - iii. Submit three (3) originals
 - iv. The G703 document shall be properly filled out with special attention given to the proper handling of the funds representing stored materials. Failure to do so will result in the Application for Payment being returned to the General Contractor unpaid.

- e. Billing and Payment Information
 - i. The General Contractor may wish to sign up for a Direct Deposit of payments.
 - ii. Sending payment applications to the assigned Facilities Analyst on time and with complete documentation will expedite handling and payment of the General Contractor's Application for Payment.

- f. Billing Requirements and Cost Breakdown Conditions
 - i. The General Contractor shall not engage in anticipatory billing.
 - 1. Anticipatory billing is defined as the practice of formulating and submitting an Application For Payment for a particular billing cycle so that the billing includes payment for work to be completed at some future date (after the contractually prescribed billing cut-off date), generally calculated to be about the same that the subject payment is to be received by the General Contractor.
 - ii. The payment amount shall be based solely on a cost-to-date through the 25th day of each month.
 - iii. Any Application which includes billing for work not completed as of the 25th day of the month will be returned to the General Contractor unpaid.
 - iv. Anticipatory billing will be determined solely by the Owner's inspection and evaluation.

- v. The Owner will not pay an up-front advance deposit or payment to the General Contractor.

- g. Communication
 - i. The General Contractor shall communicate with the Owner solely through the Owner's designated Project Manager.
 - ii. Any changes or additions to the scope-of-work requested by anyone other than the Owner's designated Project Manager shall be referred to the Owner's designated Project Manager for approval.
 - iii. Work beyond the original scope-of-work will not be paid by the Owner unless previously approved and authorized in writing (using the prescribed Change Order process) by the Owner's designated Project Manager.

- h. Disclosure
 - i. The General Contractor shall keep the Owner fully informed concerning any issues which could potentially affect or jeopardize the scheduled completion of the project, the cost of the project or the quality of the project.
 - ii. The provided information may include, but not necessarily be limited to:
 - 1. Damage, theft, and/or vandalism
 - 2. General Contractor personnel issues and/or changes
 - 3. Insurance policy changes
 - 4. Material delivery issues and/or delays
 - 5. Subcontractor issues, changes and/or departures
 - 6. Surety bond changes
 - 7. Unsuitable/Unanticipated site conditions

- i. Submittal Log
 - i. The General Contractor will present an updated Submittal Log to the Owner on a biweekly basis.
 - ii. The Submittal Log shall include the most current status of submittal items.

- j. Material Ordering and Storage
 - i. Upon receipt by the General Contractor of approval of submittal material, subject materials shall be:
 - 1. Ordered immediately.
 - 2. Delivered as soon as available.
 - 3. Protectively stored indoors, off-site until needed on-site for incorporation into the Work.
 - 4. Elevated off the ground and protected from the elements during storage.

- k. Variation from Contract Documents
 - i. No variation from any Contract Documents is authorized or allowed without prior, written approval from the Owner's Project Manager and (if necessary) the involved Authority Having Jurisdiction (AHJ).

- l. Construction Schedule

- i. The General Contractor, subcontractors, and labor vendors shall engage this project with sufficient manpower and supervision to comply with the Owner's construction schedule.
 - 1. This may require any and/or all of the following:
 - a. Extended work hours
 - b. Increased crew size
 - c. Increased manpower during a specified time frame
 - d. Increased number of crews
 - e. Multiple shifts
 - f. These measures of schedule compliance will be met at no additional cost to the Owner.
 - 2. The project schedule will be a milestone schedule.
 - a. Failure to meet milestones as scheduled will require compliance with the requirements listed in 2.l.i.1.a, b, c, d, e and f.
 - 3. The General Contractor is responsible for schedule compliance, performance, and coordination of the subcontractors.
 - ii. The portion of the project's chronological life between the scheduled date of Substantial Completion (as approved by the Owner) and the date that the branch/facility is opened for business is not a portion of the General Contractor's construction period and shall neither be relied upon as available to the General Contractor nor utilized by the General Contractor as days available for the completion of the work. This period of time is reserved solely for the Owner's occupancy and pre-opening activities.
- m. Subcontractors:
- i. Will not leave or be required to leave the project in order to satisfy the demands of another project.
 - ii. Will not dictate the schedule of this Project.
 - iii. Will make up any schedule deficiency (if subcontractor is late or undermanned) in accordance with the same guidelines the General Contractor has (as shown in article 2.l.i. above), so as not to adversely affect the Owner's schedule.
- n. Application Fees
- i. The General Contractor may be asked to pay any fees associated with applications, so as not to adversely affect the Owner's schedule.
 - ii. If these fees are not included in the contractual amount of the Agreement Between The Owner and The Contractor, then they will be added to the contractual amount by Change Order.
- o. Change Orders
- i. Change Orders will be marked-up in accordance with the calculation requirements documented in the project specifications.
- p. Materials "Mock-up" Approval
- i. At least 30 days prior to the scheduled starting date of a particular trade, the General Contractor and subcontractors shall seek the Owner's approval of

material and/or workmanship samples (mock-ups) on site, for the following trades as applicable:

1. Brick masonry
2. Ceramic tile
3. Interior trim carpentry
4. Precast panel
5. Trim paint

q. Vendor Coordination

- i. The General Contractor shall fully communicate, cooperate and coordinate with the Owner's equipment vendors, suppliers, and installers.
- ii. This coordination may include, but not be limited to:
 1. Ceramic tile/carpet
 2. Clear access
 3. Communication room backboard
 4. Concrete cutouts
 5. Conduit
 6. Embedded steel
 7. Openings in walls
 8. Installation schedule
 9. Tellerline and backwall cabinets
- iii. The General Contractor shall examine the project related documents of the Owner's vendors in order to become familiar with the requirements thereof.

r. Building Etiquette

- i. The building will be smoke-free, e.g., no smoking after the first finish item or millwork item is installed.
- ii. Sinks and toilets will not be used to wash tools or dispose of any construction materials.

s. Furniture Etiquette

- i. The General Contractor shall ensure that the Owner's millwork, tellerline, cabinetry, bank equipment, and furniture shall not be used as a work platform or a place for tools, food containers, drink containers, materials, etc.
- ii. Comply with to the *Care of Tellerlines* and *Not a Work Platform* documents.
- iii. The General Contractor shall cover, wrap, and protect the Owner's millwork, tellerline, cabinetry, bank equipment, and furniture as instructed by the Owner's Project Manager, so that these items will not be damaged by construction activities.
- iv. Failure of the General Contractor to protect these items as instructed may result in replacement, repair and/or refinishing thereof at the discretion of the Owner and at the sole expense of the General Contractor.

t. Cleanliness and Surface Preparation

- i. All finish materials and surfaces must be kept free of any materials which do not belong on them.
- ii. This especially applies to painted surfaces in that surface preparation is of paramount importance.

1. All debris must be removed, e.g., sanded, dusted, and surface tack cleaned before subsequent coats of paint are applied.
2. New or properly cleaned, high quality, e.g., Wooster, Purdy, etc., trim brushes must be used.
3. The maximum width of trim brushes shall be 2.5".
4. No foam brushes are allowed.
5. No painted surface shall be left with a roller-applied finish.

u. Finish Materials and Wood Trim

- i. All finish materials must be of the same dye lot.
- ii. Any mixed dye lots will be replaced by the General Contractor at no cost to the Owner.
- iii. All exterior wood trim, e.g., fascia, trim, etc. pieces shall be a minimum of 8' in length or one piece for shorter overall lengths.
- iv. All interior finish wood shall have no field-made joints except mitered corners.

v. Preparation and Finish for Painted Wood

- i. All painted wood shall:
 1. Be bench-primed
 2. Be back-primed
 3. Meet or exceed the surface preparation and paint application workmanship quality on the sample presented to the General Contractor by the Owner.
- ii. All joints and nail holes shall be completely filled and neatly finished.
- iii. Entrap nothing in the paint.
- iv. Spray painting interior trim is greatly preferred and strongly suggested.

w. Door and Window Frames

- i. The top of all interior door and window frames shall be level and at the same elevation.
- ii. There is no allowable variation tolerance applicable to this requirement.
- iii. This requirement supersedes any industry standard.
- iv. The General Contractor shall:
 1. Utilize a laser level to ensure level and consistent elevation.
 2. Give the Owner a three-day notice prior to installation, so the Owner can arrange to conduct an inspection of the installation process.
- v. Door casings and trim shall terminate within 1/16" of the concrete floor.
- vi. The interior of holes in doorframes at strike plates for lockset bolts shall be painted flat black.
- vii. The glass contact side of all glass stops shall be fully painted (primer plus two finish coats) prior to the installation of the glass.

x. Ceramic Tile and Vinyl Tile

- i. Install and grout ceramic tile prior to tellerline installation.
 1. Do not wax ceramic tile or grout.
- ii. Install carpet in the tellerline area prior to tellerline installation.
- iii. With the exception of Vinyl Composition Tile (VCT), do not wax any surface, including:

1. Cabinets
2. Carpet
3. Doors and door frames
4. Toilet partitions
5. Vinyl base

y. Carpet Installation

- i. Immediately after the installation of the carpet:
 1. Vacuum carpet completely
 2. Cover carpet with carpet mask
 3. Vacuum the carpet mask weekly or as instructed by the Owner
 4. Replace the carpet mask as required or as instructed by the Owner.
 5. Note: Cleaning soiled carpet does not yield new carpet.
 - a. This yields used/damaged carpet which shall be replaced by the General Contractor at the discretion of the Owner at no cost to the Owner.

- z. Protection of Installed Materials
 - i. Protect brick, bollards, doors, windows, frames, glass, bank equipment, etc, from concrete splash by installing sheet plastic.
 - ii. Protect stainless steel finishes (of bank equipment) from masonry cleaning chemicals and similar deleterious products.

- aa. Post-Installation Cleaning
 - i. White-glove clean and completely cover the following with Kraft paper:
 - 1. Ceramic tile
 - 2. Vinyl Composition Tile (VCT)
 - 3. Vestibule doors and frames and all other doors
 - ii. Vacuum Kraft paper on floors weekly or as instructed by the Owner.
 - iii. Replace Kraft paper as required or as instructed by the Owner.
 - iv. The General Contractor will perform a white-glove clean of the entire facility on the day prior to furniture installation.

- bb. Delivery of Facility
 - i. The Owner is buying a new facility made of all new materials.
 - ii. The General Contractor shall:
 - 1. Deliver the facility with all damaged materials (regardless of by whom) replaced with new, undamaged, and specification-compliant materials at no cost to the Owner.

- cc. Punchlist
 - i. The General Contractor shall perform a continuous self-punchlist so that the Owner's punchlist will be minimized.

- dd. Excess Material
 - i. All excess material which is purchased but not installed, is the property of the Owner.
 - ii. Such excess material is not the General Contractor's "warranty stock".
 - iii. Such excess material shall not be removed from the project site without the express written consent of the Owner.
 - iv. The General Contractor shall:
 - 1. Request the Owner's instruction concerning the disposition of all excess material.
 - 2. Store and/or locate all excess material in accordance with the Owner's instructions.

- ee. Other Contractual Provisions
 - i. All subcontractors and vendors shall be commercial contracting companies (absolutely no residential contractors or builders will be allowed).
 - ii. Signs by subcontractors and vendors are prohibited. Only signs by the General Contractor and Owner are authorized.
 - 1. This shall be a requirement of all subcontracts and purchase agreements for this project.

- iii. Caulking shall not be installed at the joint between the wall covering and the ceiling.
- iv. Construction of the building and site improvements shall be:
 - 1. Even,
 - 2. Flat,
 - 3. Level,
 - 4. Parallel,
 - 5. Perpendicular,
 - 6. Plumb,
 - 7. Smooth,
 - 8. Straight, and
 - 9. Uniform.
- v. The glass installation contractor shall ensure that all muntins are of the same width, are uniform and consistent in orientation and elevation.
- vi. General contractor shall ensure that the following are accomplished:
 - 1. Wet-clean all glass surfaces prior to scraping the glass.
 - 2. The cleaning contractor shall use new razor blades in proper tools during the glass cleaning process.
 - 3. Clean all glass upon installation.
 - 4. Do not clean bullet resistant barrier glass.
- vii. The General Contractor shall:
 - 1. Verify all dimensions on the Contract Documents before beginning installation of any materials.
 - a. Before disturbing any portion of the site, General Contractor shall make site elevation measurements of the project site, compare actual site elevations to the elevations data shown on the Contract Documents and verify the results of the elevations measurements and comparison data to the Owner in writing.
 - b. Failure to make such elevation measurements, comparisons and verification to the Owner will result in refusal by the Owner of all claims relating to differences in elevation conditions as represented on the Contract Drawings as compared to actual site conditions.
 - 2. Maintain a clean jobsite.
 - a. Clean the building and site daily (not just Friday afternoon)
 - b. Keep the building and site free of debris accumulation.
 - c. Ensure that all subcontractors remove their own trash daily.
 - d. Provide a steel waste container ("Dumpster") with adequately frequent emptying.
 - 3. Lock the building as soon as all exterior doors and windows are installed.
 - 4. Provide a key to the Owner as soon as all exterior doors and windows are installed.

End of Procedural Clarifications