

EXHIBIT 4

ASSUMPTIONS AND CLARIFICATIONS

Article 4.3.4 Clarifications and Assumptions

Article 4.3.4 requires a list of the Construction Manager's clarification and assumptions which are as follows in addition to notations made throughout the attached GMP Budget Worksheet:

1. Keller is in the preliminary stages of scope review with the low bidder, JD Roy Excavating, Inc. This pricing is contingent on coming to an agreement with JD Roy to perform the earthwork and utilities scope per the pricing they have submitted and based on the current project schedule. If the schedule changes or the Owner does not approve this project in an expedited manner and JD Roy is no longer available to perform the scope of work, then the proposal value will need to be adjusted based on the remaining proposals submitted.
 - a. Keller will hold the GMP Proposal pricing for 30 days contingent upon confirming that the low bidders will hold their pricing for 30 days.
2. We have figured that Virginia American Water will be performing all waterline work and patching in the ROW and up to the property line; all on site waterline work will be performed by JD Roy.
3. Keller assumes that all on-site waterline work can be performed by a utilities contractor licensed to do work in the state of VA; Keller does not include cost of utilizing a Virginia American Water contractor to perform on-site work. Additionally, Keller assumes, as is customary with Virginia American Water, that the water line will be installed to the property line by them. As discussed in a previous qualification, the scheduling and cost of this off-site work is the responsibility of the owner.
4. There are Dominion Power existing utility pole conflicts currently being resolved by the Owner and design team where they conflict with the new, permanent bus loop and retaining walls at the north side of the property and with the property at the intersection of Taney and Latham at the south side of the property. The GMP budget and schedule are contingent upon the conflict at the pole at the north side of the property being resolved prior to the start of Phase 1 construction. The conflict with the poles at the south side of the property will need resolved prior to start of Phase 2 construction.
5. We have assumed Vulcan #3 stone can be utilized for the Stormtech System. JD Roy contacted ADS, the manufacturer of the Stormtech System, and ADS' recommendation is the Vulcan #3 stone.
6. Sheeting and shoring is included only to the extent shown on the civil drawings (concrete building retaining wall). It is excluded at Stone Strong Retaining wall locations and assumed not required since it is not indicated on the civil drawings. Off-line sheeting and shoring has been figured at the concrete building retaining wall only, as the 50% CD documents dictate. Any sheeting and shoring required for additional retaining walls has not been figured at this time, and is not included in the cost of the GMP.
7. As is customary, sheeting and shoring will not be completely removed as C-03.09.01 implies; instead it will be cut off below finish grade, the rest of the system to remain in place.
8. Due to lack of definitive dimensions and all details being "Not to Scale" on C3.11.02, the synthetic turf field underdrain system has currently been figured as follows:
 - a. 12" excavation below finished grade for all areas with no piping with a 6" base stone installation below 2" finishing stone and 4" synthetic turf layer
 - b. 24" deep 16" wide excavated trench at 8" PVC underdrain areas
 - c. 30" deep 18" wide excavated trench at 10" PVC underdrain perimeter areas
 - d. Geotextile fabric under entire field
9. Due to the fact that no playground sections have currently been provided, we are figuring excavation of playground areas to 12" below finished grade at this time.
10. Keller has figured the excavation as unclassified to subgrade; Keller is not responsible for unsuitable soils below subgrade elevations. Any unsuitable soils that require modification or replacement below subgrade limits shall be paid for by change order. Payment for this additional excavation and replacement is not to come out of the construction contingency.

11. Trade permits are to be paid for and acquired by Keller. The building permit shall be paid for and procured by the Owner.
12. The Construction Contingency, as outlined in the RFP, is for Keller's use only, and at their discretion. Keller will track its usage in a contingency log and inform the owner when any single draws of over \$20,000 are made.
13. Utility company fees, including but not limited to relocations, removals, and new installations, will be paid for by the owner. Keller is responsible for coordinating with utility companies only.
14. All site development related permits issued by the VDCR, VDEQ, VDHR, USEPA, Army Corps of Engineers, Virginia Marine Resources, VSMP, OEQ, T&ES, POTW, and the Building and Fire Code Administration Department as outlined in Existing Conditions Survey Note 18, 19, and the VSMP Permit Note section on C-0.00.02, will be paid for and procured by the owner. CM responsible for procuring and paying for Code Compliance (mechanical, plumbing, electrical) trade permits only.
15. As alluded to in C-1.02.04 we are assuming we can utilize the nearby fire hydrant to provide water service to the washdown area. Keller will be responsible to rent the meter and will charge consumption back to the Owner via monthly applications for payment.
16. Gas sleeve goes to property line only, contrary to what is shown on C-2.05.01. The sleeve is installed for schedule efficiency for on-site work, there is no benefit to installing it in North Latham Street.