

Exhibit 4
MULTIPLE SEPARATE CONTRACTS

- A. City Hall** - The work associated with this project shall be performed by two (2) separate contracts consisting of both a lead abatement contract and a renovations/reroofing contract.
- B. Tuscaloosa Police Department Headquarters** – There is no work for this project that is associated with this specification. All scope of work associated with this project shall be performed by one (1) contract. There is no lead abatement work at the Tuscaloosa Police Department Headquarters.
- C. Two (2) Separate Contracts**
1. General Works Contractor (GWC) contract shall be responsible for performing work associated with demolition, renovation, and reroofing work. This contractor shall be known as “GWC”. This work shall be per the bid/contract documents with the name “City Hall Renovations / Reroofing & Police Headquarters Reroofing” created by Ellis Architects with the architect numbers 20013A and 20013B.
 2. Lead Abatement Contractor (LAC) contract shall be responsible for performing work associated with abatement of lead paint. This contractor shall be known as “LAC”. The following is the lead abatement work to be performed at City Hall.
 - a) Interior Paint at all exterior windows: There is NO Lead abatement work to be performed.
 - b) Exterior Paint at all exterior windows and rooftop dormers: There IS Lead abatement work to be performed.
 - c) Roof Renovations: There is NO Lead abatement work to be performed.
- D. Site Conditions Documentation Prior to Abatement Work**: Prior to any abatement work being performed both the LAC and GWC shall perform a joint effort of documenting existing site conditions by taking photos of all existing conditions. Both the LAC and GWC shall then provide a joint letter indicating both parties are in agreement with the existing conditions prior to abatement.
- E. Site Conditions Documentation After Abatement Work is Completed**: After abatement has been completed both the LAC and GWC shall perform a joint effort of documenting the existing site conditions after abatement by taking photos of all existing conditions. Both the LAC and GWC shall then provide a joint letter indicating both parties are in agreement with the existing conditions after abatement work has been completed.
- F.** Prior to any work such as purchasing, fabricating, abatement, demolition, renovations, and installing the Owner, GWC, and LAC shall all approve of and be in full agreement to a work activities strategy created by the GWC that provides a fully coordinated effort between the two (2) contracts and the Owner’s use of the building during work activities
- G.** LAC shall NOT perform any work at the project site without first coordinating with the GWC.
- H. Contract Time**
1. Both the GWC contract work and the LAC contract work shall be performed simultaneously as a coordinated effort per the following contract time requirements.
 2. GWC contract and LAC contract shall each be **Substantially Complete** within **210** calendar days.
 3. GWC contract and LAC contract shall each be assessed **Liquidated Damages** at a rate of \$500.00 per day.
 4. GWC contract and LAC contract shall have the same Notice to Proceed date.
- I. Lead Abatement Contract (LAC) - Scope of Work**

1. This work shall be performed per the bid/contract documents administered by the owner "The City of Tuscaloosa". Ellis Architects is not contracted with the owner to perform any architectural services related to any type of abatement and as such has no responsibilities associated with abatement work.
2. The abatement of exterior lead paint at all City Hall exterior window assemblies and rooftop dormers shall be performed per the following.
3. "Heating" methods shall NOT be used for the removal of any items.
4. The following shall be the LAC's Scope of Work associated with the abatement of exterior lead paint at all City Hall exterior window assemblies and rooftop dormers required to be abated:
 - a) At exterior windows the work shall include the entire exterior side of the window assembly and associated exterior wood trim such as, but not limited to, brick moldings, casings, and sills.
 - b) At exterior windows there is no work associated with the interior side of the windows. All abatement work is exterior work.
 - c) At rooftop dormers the work shall include the entire rooftop dormer assembly and associated wood trim such as, but not limited to, pilasters, cornices, gables, fascia, and other dormer components that are currently painted.
 - d) Remove all exterior paint.
 - e) Remove all exterior glazing compounds (window putty) in their entirety without using any "heating methods".
 - f) Existing glazing shall remain in place.
 - g) Remove all exterior sealants in their entirety.
 - h) Completed abatement work shall meet all the requirements for lead abatement as regulated by all governing authorities having jurisdiction over the project.
5. Damage to Existing Conditions to Remain: If the LAC damages any existing conditions to remain the LAC shall NOT perform the repair work. The LAC shall inform the GWC of the damage and the GWC shall repair the damaged existing conditions at a cost to the LAC. The LAC shall pay the GWC to perform the repair work. The reason for this is that it allows for the GWC to be fully responsible for the repair work in a manner that will be coordinated with the other new systems to be installed by the GWC. It eliminates "finger pointing" later if there is a failure with the repair work.
6. The LAC shall NOT be responsible for any other work that is not described above and not described in the bid/contract documents created by The City of Tuscaloosa. For example the LAC shall not be installing new glazing compounds, new sealants, new primers, and new paints.

J. General Works Contract (GWC) - Scope of Work

1. The GWC shall be responsible for all remaining work after abatement work is completed as described in the bidding contract documents created by Ellis Architects.
2. The GWC shall be responsible for repairs to all existing conditions damaged by the LAC and shall be a cost to the LAC. The LAC shall pay the GWC to perform the repair work. See further clarification in LAC scope of work above.

K. Multiple Separate Contracts

1. When there are multiple separate contracts on the same project the following shall apply:

- a) Each separate Contractor shall fully cooperate and coordinate their work with all other separate Contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under any of the separate Contracts. All separate Contractors shall reasonably accommodate the work activities of all other separate contracts.
- b) All separate Contractors shall participate in reviewing construction schedules and reviewing coordination of work activities between the separate contracts. All separate Contractors shall make and adhere to any revisions to schedules and coordinated work activities resulting from a joint review and mutual agreement.
 - 1. If a separate Contractor is not participating in reviewing schedules and coordination of work then that Contractor waives their right to require the other separate Contractors to pay for any costs associated with that Contractor having not participated in the review and coordination process.
- c) Each separate Contractor shall be responsible for all of their own acts or omissions that results in costs incurred by the other separate Contractors, unless the cost is related to the other separate Contractors having not been participating in reviewing schedules and coordination of work with the other separate Contractors.
- d) Each separate Contractor shall be responsible for any costs to the other separate Contractors due to each separate Contractor not performing the agreed upon coordinated work activities per the agreed upon schedule.
- e) When a separate Contractor chooses to PROCEED with an element or portion of the Work that is applied to or performed on construction by another separate Contractor, or which relies upon their operations, the Contractor ACCEPTS the condition of such construction or operations as being suitable for the Contractor's Work, except for conditions that are not reasonably discoverable by the Contractor. If a separate Contractor discovers any condition in such construction or operations that is not suitable for the proper performance of the Work, the Contractor shall not proceed, but shall instead promptly notify the Architect in writing of the condition discovered.
- f) Each separate Contractor is responsible for their work until fully accepted by the Owner.
- g) Each separate Contractor shall be responsible for their own onsite work activities such as maintaining safe and clean work areas.
- h) When one of the separate Contractors is designated as the General Works (GWC) Contractor that Contractor shall only be responsible for the items listed in this specification. The GWC shall not be responsible for other separate Contractors Work.
- i) GWC shall NOT be responsible for providing project management, onsite supervision, administration, etc. of other separate Contractors. The GWC shall only be responsible for coordination of onsite work between separate Contractors' work and creating the initial overall onsite work activities schedule, maintaining an up-to-date schedule, communicating the up-to-date schedule with all parties, and making revisions to the schedule by coordinating the revisions to all parties and all parties agree.
- j) Each separate Contractor shall be responsible for their own work activities including, but not limited to, work area preparation, providing all necessary equipment such as portable power generators, and daily work area cleaning. Each separate Contractor shall provide all materials, labor, and equipment necessary to complete the scope of work within the agreed upon schedule.

L. Owner's Use of Premises

- 1. Owner intends to continue to occupy all portions of the existing building during the entire construction period.
- 2. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- 3. Schedule, locate, and conduct the Work to accommodate Owner occupancy.

M. Owner's Rights & Privileges

1. The owner reserves all rights and privileges to supplement the work of any and all contracts under any means deemed necessary to satisfactorily progress the work or as deemed in the best interest of the owner.

N. Use of the Project Site by All Separate Contractors

1. Existing building spaces may NOT be used for storage.
2. Provide access to and from site as required by law and by Owner:
 - a) Keep all emergency building exits required by code open and fully operational during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - b) Do not obstruct roadways, sidewalks, or other public ways without permit.
3. Time Restrictions:
 - a) Do not conduct especially noisy work between the hours of 8:00 am to 5:00 pm Monday through Friday and 7:00 pm to 10:00 pm Tuesday evenings during City Council Meetings.
4. Utility Outages and Shutdown:
 - a) GWC shall be responsible for scheduling all utility outages and shutdowns with all separate Contractors and the owner.
 - b) Limit disruption of utility services to hours the building is unoccupied.
 - c) Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - d) If shutdown of utility services is necessary to complete Work the Contractor shall coordinate the shutdown with the owner at least seven (7) days in advance with Owner.
 - e) LAC shall communicate all utility outages and shutdowns with the GWC at least ten (10) days in advance with Owner.
 - f) Prevent accidental disruption of utility services to other facilities.
5. All separate Contractors shall be responsible for ensuring the building and site is secure at all times to the level of security as required by the owner. If an owner requires all doors or specific doors to remain closed and locked at all times even during normal operating hours then those doors shall remain at that level of security at all times. Securing the building shall include, but not limited to, window openings, permanent doorway openings, and temporary doorway openings.
6. Each separate Contractor shall be responsible for furnishing and paying for their own temporary facilities such as office trailers, water and power, storage containers, etc.
7. Each separate Contractor shall be responsible for furnishing their own trash receptacle(s) as well as removing the debris and trash from the building and site daily.
8. GWC shall be responsible for furnishing and maintaining two (2) temporary toilets for all separate Contractors to use the duration of the project.

O. Sequence of Onsite Work Activities

1. Due to the abatement work being performed by the LAC it is expected that the GWC will not be working in the same areas of the building at the same time where the LAC is working. The LAC shall determine if at any point during the course of his work, the GWC or the GWC's subcontractors can be on-site or certain areas to perform their work.
2. LAC Work must be performed prior to the commencement of the GWC's Work. Each separate Contractor shall coordinate with the other separate Contractors as necessary to proceed with their work on each part of the building in the most efficient manner possible.
3. Hazardous exterior lead based paint must FIRST be removed by the LAC. The LAC shall be responsible for managing all related dust, debris, material, etc. during work activities and shall also be responsible for daily cleaning of work areas per the requirements of all governing authorities laws. The GWC can begin work activities only after the LAC has fully completed work activities in a work area per all governing authorities.
4. So as not to leave any areas of exterior wood exposed to weather elements for longer than necessary, the LAC and GWC shall plan to work in a specific sequence around the building.

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P. Scheduling of Onsite Work Activities

1. The owner shall NOT be responsible for scheduling Work between the separate contracts.

2. All separate contractors and the owner shall approve the original Onsite Work Schedule and any modifications to the schedule throughout the contract period.
3. All separate Contractors shall perform their onsite work activities per the agreed upon Onsite Work Schedule. No exceptions shall be allowed unless agreed upon by all parties.
4. GWC SHALL BE fully responsible for the OVERALL scheduling of both the GW onsite work activities, LAC onsite work activities, and coordinating with the Owner's use of the building in an organized sequence for both contracts to perform their work.
 - a) Overall scheduling includes only the administration, communications, coordination, and documentation required to schedule all the separate Contractors as to when and where their onsite work activities shall be performed.
 - b) Within two (2) weeks after the date of "Notice to Proceed" the GWC shall provide the LAC and the Owner the proposed Onsite Work Schedule for both the GWC's work and the LAC's work.
 - c) GWC shall only be responsible for scheduling onsite work activities as to when the separate Contractors shall perform their work. The GWC shall not be responsible nor liable if a separate Contractor does not perform their work at the time scheduled by the GWC. However, the GWC shall be responsible for the reasonable rescheduling of the project due to reasonable delays by the separate Contractor. See note below about excessive rescheduling.
 - d) GWC shall NOT be responsible for scheduling other separate contracts' offsite work activities such as submittal and shop drawing submissions.
 - e) GWC shall NOT proceed with any work on the project site that will also involve LAC work until the LAC and Owner has approved the Onsite Work Schedule.
5. GWC shall NOT be responsible for the specific detailed scheduling of each separate Contractor's onsite work activities. For example the GWC shall be responsible for scheduling the LAC's work activities in a specific area on a specific day. However, the LAC shall be responsible for the detailed scheduling of the work activities in the area scheduled by the GWC.
6. GWC is NOT responsible for excessive revisions to the Onsite Work Schedule due to the negligence of other separate Contractors to perform their onsite work to the agreed upon schedule.
7. LAC shall NOT be responsible for the overall scheduling of any Work at the project site.
 - a) Within one (1) week after the date of "Notice to Proceed" the LAC shall provide the GWC all necessary information required for the GWC to schedule Work at the project site.
 - b) Within three (3) weeks after the date of "Notice to Proceed" the LAC shall approve the project site work schedule created by the GWC.
 - c) LAC shall not include in their bid the expectation that all LAC work will be performed in consecutive days. LAC shall include in their bid the expectation that all LAC work will be performed during multiple separate visits to the project site. Wherever LAC work is to be performed it shall be anticipated that the GWC work will immediately follow the LAC work. After the GWC work is completed in a specific area it shall be anticipated the GWC will relocate to the next scheduled work area and prepare this area for the LAC to perform lead abatement.

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Q. Coordination of Onsite Work Activities

1. The owner shall NOT be responsible for coordinating work between the GWC and LAC contracts.

2. GWC SHALL BE responsible for coordinating both GWC work and LAC work at the project site.
 - a) GWC shall provide all necessary information and communications in a timely manner to the LAC as required for the LAC to properly perform their work activities.
3. GWC SHALL BE responsible for coordinating with the Owner both GWC work and LAC work that will interrupt the owner's use of the building during Work activities.
4. LAC shall NOT be responsible for coordinating any work between separate Contractors at the project site.
 - a) LAC shall provide all necessary information and communications in a timely manner to the GWC as required for the GWC to properly administer the coordination of work activities.
 - b) Shall perform in a timely manner all necessary investigative work as required by the lead abatement contract documents
 - c) LAC shall be responsible for all required clean-up activities associated with lead abatement.
5. Prior to performing any work at the project site associated with lead abatement the GWC shall coordinate with the LAC that all required lead investigations have been performed.

R. Access to Onsite Work Areas

1. The owner shall NOT be responsible for providing access to work areas.
2. Each Separate Contractor shall be responsible for providing their access to the project.
3. Each Separate Contractor shall be responsible for administering, managing, and preparing work areas to perform their work.
4. Each Separate Contractor shall be responsible for providing their own equipment to be used to access work areas such as, but not limited to, ladders, scaffolding, power operated aerial work platforms, and boom lifts.
5. Each Separate Contractor shall be responsible for providing their own equipment required for them to perform their Work at the work area.

S. Daily Cleaning & Final Cleaning

1. The GWC shall be responsible for the daily general cleaning of the entire building throughout the duration of construction. Daily cleaning shall include maintaining clean well swept floors and removal of all loose debris to allow for other separate Contractors to continue work on schedule.
 - a) CLARIFICATION: The GWC shall not be responsible for the typical cleaning and the typical debris removal of each separate Contractors' work areas.
 - b) CLARIFICATION: Each separate Contractor is responsible for typical cleaning and typical debris removal associated with their scope of work and disposing of their debris/trash.
2. All Work by LAC shall first be fully completed such as cleaning all work areas per the requirement of all governing authorities before final cleaning can begin.
3. Final cleaning shall be the responsibility of the GWC.

END OF SPECIFICATION