



May 10, 2023

David Peters, P.E., Bull Run Program Director
Program Director, Bull Run Treatment Program
Portland Water Bureau
1120 S.W. 5th Avenue, Suite 600
Portland, Oregon 97204-1926

Subject: Filtration Facility Project
Revision 2 to GMP 1 Early Works

Dear Mr. Peters,

MWH-Kiewit is pleased to submit this Early Works Guaranteed Maximum Price (GMP) proposal addressing critical path activities benefiting from an early start as outlined below. ***This GMP proposal is based on negotiation of mutually agreeable contract terms and conditions.***

Site preparation activities and construction of temporary features such as:

- Construction of temporary access roads,
- Installation of temporary fencing,
- Development of temporary construction power system,
- Establishment of SWPPP/erosion control measures,
- Establishment of Owner's offices

Construction support activities such as:

- Site security services,
- Traffic control services,
- Stockpile maintenance and loadout,
- Trucking,
- Survey,
- Waste management and recycling services,
- Janitorial services
- 3rd party quality control testing,
- Street sweeping, and
- Portable toilets.

Construction of several permanent project features including:

- Structural excavation at Areas 21, 30, 40, and 91 (partial)
- Raw water pipeline,
- Under slab and/or just off slab underdrain systems at Areas 20, 30, and 40,
- Under slab and/or just off slab buried piping at Areas 20, 30, and 40,

- Purchase of select long-lead equipment as noted below.
- Miscellaneous concrete activities necessary to allow advancement of the foundation slab subgrade preparation, and
- Off-site improvements to SE Carpenter Lane and at the intersection of SE Cottrell Road/SE Dodge Park Blvd.

This proposal is submitted for the purposes of:

- Securing City Council approval of a project funding request covering these Early Works activities. The balance of project funding is anticipated to be secured via a second GMP proposal (i.e., GMP 2 Balance of Plant) to be submitted separately later.
- Engaging Portland Water Bureau (Bureau) staff in a detailed review of Early Works scope, schedule, and pricing.
- Review and confirmation of MWH-Kiewit self-perform pricing by the Bureau's third-party cost estimator.

Pricing in this proposal was developed using the 90% design deliverable documents as detailed in **Attachment A**. Changes made to the documents identified in **Attachment A** will be considered out of scope work and shall be addressed via change order(s) to MWH-Kiewit's GMP. Within 45 days of receipt of the "Issued for Construction" documents, MWH-Kiewit JV will submit a Change Order Request to PWB for all cost changes between the 90PCT documents (i.e., the basis of this proposal) and the "Issued for Construction" drawings (i.e., the basis for construction).

GMP Approval and Notice-to-Proceed

For purposes of preparing this Early Works proposal, MWH-Kiewit's pricing is based on execution of the entirety of the Scope of Services described in this GMP document including the identified clarifications and exclusions. The complete scope is integral to our proposed pricing. *If the PWB elects to modify the scope of services to be provided in the Early Works from what is described in this proposal, MWH-Kiewit will work with the Bureau to address the impacts of the changed scope of work through modification of this proposal or through a contract change order.*

For purposes of preparing this Early Works proposal, MWH-Kiewit has assumed a construction Notice-To-Proceed (NTP) for the entire Early Works scope will be issued on or before September 1, 2023. Beginning work on September 1, 2023, is integral to our planned means and methods priced herein. *If an NTP for the complete scope of work is not authorized on or before September 1, 2023, MWH-Kiewit will work with the Bureau to address the impacts of the changed start date through a modification of this proposal or through a contract change order.*

GMP 2 - Balance of Plant (BOP): Furthermore, pursuant to the Pre-Construction Services Agreement, the CM/GC will provide the Owner with a proposal at a later date to perform GMP 2 Balance Of Plant (BOP) Services. In the event the Owner and the CM/GC mutually agree upon terms and conditions associated with the performance of BOP Services, it is the intention of the parties that the CM/GC Construction Services Contract be amended and restated to integrate the terms and conditions associated with the GMP 2 Balance of Plant Services. Notwithstanding the intent of the parties to negotiate and execute an

Amendment, the Owner has no obligation to negotiate with the CM/GC to enter a GMP 2 BOP Amendment.

Details regarding the scope, schedule, and pricing of this Early Works GMP proposal are included below. This work is subject to the assumptions, clarifications, and exclusions shown in **Attachment B**.

Scope of Work

This Early Works GMP proposal includes self-performed work to be completed by the MWH-Kiewit Joint Venture, work to be completed by our named Opportunity Contractors, and work to be completed by subcontractors as detailed below. With the exception of packages SP-01, SP-05, and S-25 written scope documents for each of the packages included in this Early Works GMP are provided in **Attachment C**.

Self-Perform Packages

Self-performed work to be completed by the MWH-Kiewit Joint Venture includes work packages:

- SP-01 - General Conditions
- SP-02 - Site Preparation and Earthwork
- SP-03 – Site Support Services

Self-Perform package SP-01 (General Conditions) includes the MWH-Kiewit CM/GC staffing for the period of time beginning September 1, 2023 and running for a period of one year ending on August 31, 2024. The basis for the labor pricing is the Early Works organization chart included as **Attachment D**.

Detailed estimates for the two self-perform packages SP-02 (Site Preparation and Earthwork) and SP-03 (Site Support Services) are included as **Attachment E**.

Notwithstanding the definition of the term “owner allowance” as defined in the current Specification 007200 (General Conditions), and exclusively for purposes of this proposal, the term “owner allowance” shall mean:

- i. *“Owner Allowance” means the amount that the Owner has included in the Contract Price to address specified scopes of work and/or risks. The Guaranteed Maximum Price shall be equitably and reasonably increased by Change Order to account for reasonable costs incurred by the CM/GC for Owner Allowance items identified in this Proposal after the Owner Allowance has been exhausted.*

Opportunity Contractor Packages

Work to be completed by our named Opportunity Contractors includes work packages:

- OPP-01 Temporary Construction Power System
- OPP-02 Stockpile Management and Loadout
- OPP-03 Traffic Control

An Owner’s Allowance has been included for each of these Opportunity Contractor packages. These Owner’s Allowances will be replaced with GMP proposals from our Opportunity Contractors, based on the

Bid Set design documents, following negotiation of the Prime Contract agreement between City of Portland and MWH-Kiewit.

Subcontractor Packages

Work to be completed by Subcontractors includes work packages:

- S-01 - Trucking to Contractor-Designated Off-Site Disposal Facility
- S-02 - Temporary Utilities
- S-03 – Temporary Roads and Laydown Areas
- S-04 – Temporary Fencing and Gates
- S-05 – Surveying
- S-06 – Waste Management and Recycling
- S-07 – Security Services
- S-08 – Owner Janitorial Services
- S-09 - Quality Control Testing Services
- S-10 – Street Sweeping
- S-11 – Off-Site Road Improvements
- S-12 – Erosion Control
- S-14 – Portable Toilets
- S-15 – Owner Field Offices
- S-16 – Raw Water Pipelines
- S-17 – Area 20, Area 30, and Area 40 Structural Concrete (Partial Scope)
- S-24 – Balance of Plant Mechanical (Partial Scope)
- S-25 – Plant Electrical (Partial Scope)

An Owner's Allowance has been included for each of these Subcontractor packages. These Owner Allowances will be replaced with as-bid proposals, based on the Bid Set design documents, following negotiation of the Prime Contract agreement between City of Portland and MWH-Kiewit.

Schedule

This Early Works proposal is based on:

- Approval and release of MWH-Kiewit's construction planning proposal (submitted to the Bureau under separate cover on February 10, 2023) no later than May 8, 2023.
- Receipt of a notice-to-proceed for the entire Early Works scope on or before September 1, 2023.
- Release of the entire Early Works GMP scope of work.

Delays to approval of the construction planning proposal, receipt of the Early Work NTP date, or release of a partial scope of work will necessitate a revised schedule and pricing which may include changes to our proposed means and methods and/or activity sequencing. *If delays occur, MWH-Kiewit will work with the Bureau to address these impacts through modification of this proposal or through a contract change order.*

Additional schedule assumptions and clarifications are included in **Attachment B**.

Pricing Summary

Pricing of this Early Works GMP is summarized as follows:

| Row No. | Work Package | GMP or Owner Allowance | Price |
|---------|---|---|----------------------|
| 1 | SP-01 – General Conditions ^{See Note 1} | GMP | \$20,833,463 |
| 2 | SP-02 – Site Preparation and Earthwork | GMP | \$58,463,705 |
| 3 | SP-03 – Site Support Services ^{See Note 1} | GMP | \$12,896,155 |
| 4 | CM/GC Contingency | GMP | \$18,725,000 |
| 5 | CM/GC Extraordinary Material Escalation Contingency ^{See Note 2} | See Note 2 | See Note 2 |
| 6 | CM/GC Bonds ^{See Note 3} | See Note 3 | \$2,075,257 |
| 7 | Corporate Activity Tax ^{See Note 4} | See Note 4 | \$1,517,837 |
| 8 | CMGC Fee ^{See Note 5} | See Note 5 | \$13,455,092 |
| 9 | | Subtotal 1 ^{See Note 6} = | \$127,966,509 |
| 10 | OWNER ALLOWANCES | | |
| 11 | OPP-01 – Temporary Construction Power System ^{See Note 1} | Owner Allowance | \$7,020,000 |
| 12 | OPP-02 – Stockpile Management and Loadout | Owner Allowance | \$6,480,000 |
| 13 | OPP-03 – Traffic Control ^{See Note 1} | Owner Allowance | \$540,000 |
| 14 | S-01 – Trucking to Contractor-Designated Off-Site Disposal Facility | Owner Allowance | \$21,600,000 |
| 15 | S-02 – Temporary Utilities | Owner Allowance | \$2,483,901 |
| 16 | S-03 – Temporary Road and Laydown Areas | Owner Allowance | \$13,001,968 |
| 17 | S-04 – Temporary Fencing and Gates | Owner Allowance | \$3,980,340 |
| 18 | S-05 – Surveying | Owner Allowance | \$1,080,000 |
| 19 | S-06 – Waste Management and Recycling ^{See Note 1} | Owner Allowance | \$648,000 |
| 20 | S-07 – Security Services ^{See Note 1} | Owner Allowance | \$801,965 |
| 21 | S-08 – Owner Janitorial Services ^{See Note 1} | Owner Allowance | \$216,000 |
| 22 | S-09 – Quality Control Testing | Owner Allowance | \$6,567,382 |
| 23 | S-10 – Street Sweeping ^{See Note 1} | Owner Allowance | \$1,080,000 |
| 24 | S-11 – Off-Site Road Improvements | Owner Allowance | \$1,467,427 |
| 25 | S-12 – Erosion Control ^{See Note 1} | Owner Allowance | \$4,736,937 |
| 26 | S-14 – Portable Toilets ^{See Note 1} | Owner Allowance | \$158,388 |
| 27 | S-15 – Owner Field Offices ^{See Note 1} | Owner Allowance | \$577,752 |
| 28 | S-16 – Raw Water Pipelines | Owner Allowance | \$12,028,463 |
| 29 | S-17 – Area 20, Area 30, and Area 40 Concrete (Partial Scope) | Owner Allowance | \$8,640,000 |
| 30 | S-24 – Balance of Plant Mechanical (Partial Scope) | Owner Allowance | \$12,000,000 |
| 31 | S-25 – Plant Electrical (Partial Scope) | Owner Allowance | \$20,000,000 |
| 32 | Owner Allowance for GM/GC Permit Fees | Owner Allowance | \$32,500 |
| 32 | Owner Contingency | Owner Allowance | \$15,000,000 |
| 33 | Owner Material Escalation Contingency | Owner Allowance | \$1,500,000 |

| | | | |
|----|-------------------------------|---------------------|----------------------|
| 34 | CM/GC Fee on Owner Allowances | Owner Allowance | \$16,638,812 |
| 35 | | Subtotal 2 = | \$158,278,867 |
| 36 | | | |
| 37 | | TOTAL COST = | \$286,245,376 |

Pricing Notes:

1. This work packages above are priced for a one-year period beginning on September 1, 2023 and ending on August 31, 2024. Costs for this work beyond August 31, 2024, will be included in GMP2 (Balance of Plant).
2. CM/GC Extraordinary Material Escalation Contingency line item does not apply to self-perform work. CM/GC Extraordinary Material Escalation Contingency for subcontract packages is currently carried in Owner Allowance numbers below. CM/GC Material Escalation Contingency, applicable to subcontract packages, to be funded from Owner Allowances and established once subcontractor bidding is complete.
3. CM/GC bonds are included based on "Cost of Work" inclusive of CM/GC self-perform packages, CM/GC Contingency, Corporate Activity Tax, CM/GC Fee, and Owner Allowances. CM/GC bond amount to be adjusted via Change Order, either upwards or down, following conversion of Owner Allowances to GMP pricing.
4. The "estimated" Corporate Activity Tax to be invoiced monthly based on a mutually agreeable rate not to exceed 0.57% of the "Cost of Work". The "actual" Corporate Activity Tax to be reconciled annually per Contract Documents.
5. CM/GC Fee is included at a rate of 11.75% of "Cost of Work" inclusive of CM/GC self-perform packages, CM/GC Contingency, Corporate Activity Tax, and CM/GC Bonds.
6. GMP pricing (i.e., Subtotal 1) represents a GMP for the scope of work provided in this proposal for SP-01, SP-02, and SP-03 considered as a whole. Reimbursable costs are not limited to the specific bid package but will be paid until the total GMP is met regardless of which bid package the costs are associated (i.e., this is NOT a line item GMP).

MWH-Kiewit appreciates the opportunity to submit this Early Works GMP proposal. We look forward to working closely with Bureau staff to review and discuss the associated scope, schedule, and pricing.

Sincerely,

Ben McGeachy
Preconstruction Manager
MWH-Kiewit Joint Venture

Attachments :

| | |
|---|---|
| A | Proposal Source Documents |
| B | Assumptions/Clarifications/Exclusions |
| C | Scope of Work Documents (by package) |
| D | Early Works Organizational Chart |
| E | Early Works Self-Perform Pricing Detail |
| F | Risk/Contingency Log |
| G | RFI Log |

ATTACHMENT A
Proposal Source Documents

MWH-Kiewit utilized the documents shown below to prepare this Early Works GMP proposal. MWH-Kiewit understands that these documents will be replaced, prior to beginning construction, with the “Issued for Construction” documents. Within 45 days of receipt of the “Issued for Construction” documents, MWH-Kiewit JV will submit a Change Order Request to PWB for all cost changes between the 90PCT documents (i.e., the basis of this proposal) and the “Issued for Construction” drawings (i.e., the basis for construction).

MWH-Kiewit utilized the following documents in preparation of this Early Works GMP proposal:

1. Bull Run Filtration Facility Specifications Divisions 01-46, Stantec, September 2, 2022 ^{See Note 1 below}
2. Division 0 Specifications, Portland Water Bureau, September 2022. Please note, MWH-Kiewit acknowledges receipt and agreement with the Division 0 Specifications dated April 2023. These updated Division 0 Specifications will be incorporated into our Opportunity Contractor and Subcontractor bidding packages (i.e., Opportunity Contractor and Subcontractor bid pricing will be based on the April 2023 Division 0 Specifications). Changes to MWH-Kiewit self-perform packages SP-01 (General Conditions), SP-02 (Site Preparation and Earthwork), and SP-03 (Site Support Services), if any, resulting from the updated Division 0 Specifications will be incorporated into the “Issued for Construction” change process outlined above.
3. Bull Run Filtration Facility Second Intermediate Design – 90PCT Submittal - Stantec, September 2022 (i.e., 90PCT drawings) ^{See Note 1 below}
4. Geotechnical Data Report (McMillian Jacobs, October 5, 2021)
5. Technical memorandum re: Preliminary Groundwater Seepage Quantity Estimate (McMillian Jacobs, May 10, 2022)
6. Technical memorandum re: Construction Stormwater (Emerio, April 1, 2022)
7. Technical memorandum re: Draft 90% Stormwater Drainage Report (Emerio, June 17, 2022). MWH-Kiewit acknowledges the Draft Stormwater Drainage Report is not a contract document.
8. Request for Information No. 93 (Underdrain System).
9. Request for Information Nos. 100 through 156 (**Attachment G**)
10. Regional Workforce Equity Agreement (City of Portland, May 17, 2022)
11. Construction Diversity and Inclusion Policy (City of Portland, August 2022)
12. Written Scope of Work documents (MWH-Kiewit) (**Attachment C**)
13. CM/GC staff labor rates (MWH-Kiewit) (**Attachment A-1**)
14. CM/GC equipment rates (MWH-Kiewit) (**Attachment A-2**). MWH-Kiewit acknowledges that Attachment A-2 is not a contract document, and that equipment will be invoiced per Contract Documents.
15. Craft labor rates (MWH-Kiewit) (**Attachment A-3**) MWH-Kiewit acknowledges that Attachment A-3 is not a contract document, and that craft labor will be invoiced per the Contract Documents.

Notes:

1. See **Attachment B** (Assumptions/Clarifications/Exclusions) for specific deviations from the 90PCT Design Deliverable including, but not limited to, assumptions regarding topsoil removal during site preparation, construction of the underdrain systems, construction of the concrete retaining

wall at the intersection of SE Cottrell and SE Dodge Parkway Blvd, and the thickness and zone backfill of the raw water pipelines.

| | | |
|--------------|-----|-------------------------|
| Attachments: | A-1 | CM/GC Staff Labor Rates |
| | A-2 | CM/GC Equipment Rates |
| | A-3 | CM/GC Craft Labor Rates |

ATTACHMENT B
Assumptions/Clarifications/Exclusions

ASSUMPTIONS and CLARIFICATIONS

1. This proposal is based on achieving a mutually agreeable Prime Contract between City of Portland and MWH-Kiewit.
2. For purposes of preparing this Early Works proposal, MWH-Kiewit pricing is based on execution of the entirety of the Scope of Services described in this GMP document including the identified clarifications and exclusions. The complete scope is integral to our proposed pricing. *If the PWB elects to modify the scope of services to be provided in the Early Works from what is described in this proposal, MWH-Kiewit will work with the Bureau to address the impacts of the changed scope of work through modification of this proposal or through a contract change order.* If actual conditions or requirements are contrary to any of the stated clarifications or exclusions, the JV reserves the right to adjust estimated costs and schedule.
3. For purposes of preparing this Early Works proposal, MWH-Kiewit has assumed an NTP for the entire Early Works scope will be issued on or before September 1, 2023. Beginning work on September 1, 2023, is integral to our planned means and methods priced herein. *If an NTP for the complete scope of work is not authorized on or before September 1, 2023, MWH-Kiewit will work with the Bureau to address the impacts of the changed start date through a modification of this proposal or through a contract change order.*
4. This proposal is based on authorization to begin construction planning and submittals no later than May 8, 2023. This work will be added as a change order to MWH-Kiewit's existing Preconstruction contract. This Early Works proposal is based on approval and release of MWH-Kiewit's Construction Planning Proposal, as a change order to our existing preconstruction contract, no later than May 8, 2023. Please note this planning proposal requires that Engineer (Stantec) be available to review and approve construction submittals beginning May 8, 2023. *If PWB does not approve and release the Construction Planning Proposal on or before May 8, 2023, MWH-Kiewit will work with the Bureau to modify this Early Works GMP proposal addressing the impacts of the change.*
5. MWH-Kiewit's GMP 1 Early Works proposal includes pricing for several "time based" work packages beginning on September 1, 2023 and ending on August 31, 2024 (see Pricing Summary on Page 5 of this proposal). This proposal also includes several "scope based" work packages that are not able to be priced on time-based (one year) duration. If MWH-Kiewit is not awarded GMP 2 Balance of Plant, PWB and MWH-Kiewit agree to negotiate a change order to GMP 1 Early Works that includes 1) revision of the project's Substantial Completion date to August 31, 2024, and 2) de-scoping and reassignment of the remaining "scope based" work effective August 31, 2024, and 3) relief of any/all liability for work that is complete and/or reassigned. Contract work that is deemed Substantially Complete during the Early Works contract will be warrantied according to the requirements of the contract.
6. At the direction of Portland Water Bureau, MWH-Kiewit's project schedule has been developed inclusive of both GMP 1 Early Works and GMP 2 Balance of Plant schedule activities which corresponds with the Substantial Completion date as shown in 007300 Supplementary Conditions (i.e., March 31, 2028). However, the GMP 2 Balance of Plant scope is not part of the GMP 1 Early Works proposal and therefore such activities shall not be included in the GMP 1 Early Works baseline schedule required for submittal following NTP 1. The baseline schedule

will only represent activities for Work under contract which will result in a significant amount of float to achieve a Substantial Completion Milestone intended for both GMP 1 and GMP 2. The GMP 1 Early Works proposal is based on a one-year work period from September 1, 2023, to August 31, 2024, and therefore the CMGC will include an interim milestone of 8/31/24 for GMP 1 Early Works Completion.

7. Contingency is available as a total amount to the project. Exclusive of the Extraordinary Material Escalation line item, Individual risk and contingency line-item totals are for identification and tracking only. The Extraordinary Material Escalation line item is exclusively for use to cover extraordinary escalation items according to the contract. The value of the Extraordinary Escalation will be established after Bid Packages have been awarded to best evaluate the escalation risk.
8. PWB will supply Owner-furnished permits needed for the scope of this Early Works GMP proposal on or before September 1, 2023, including but not limited to Building Permit, Grading Permit, Demolition Permit, and Multnomah County Utility Placement Permit.
9. This Early Works GMP proposal was developed based on the scope of work documents included as **Attachment C**. This Early Works GMP proposal does not include all the work shown on Stantec's 90% design deliverable. Where differences exist between the scope of work shown in **Attachment C** and the scope of work shown on Stantec's 90% design deliverable, then the scope of work shown in **Attachment C** shall govern.
10. CM/GC will have access to the project site either via the northern entrance off SE Carpenter Lane or the southern access off SE Bluff Road beginning on September 1, 2023. Access to both north and south access will be available no later than April 1, 2024.
11. This proposal includes an allowance of \$32,500 for the following CM/GC permit fees: temporary office building permits (City of Gresham), Hazardous Material Storage (e.g., fuel), and Temporary Stationary Generators for Offices and Dewatering (DEQ Air Quality). This allowance amount will be adjusted, upwards or down, based on actual cost of permits.
12. CM/GC's submittals will be provided in electronic format only. Hard copies will not be required unless specifically called out in the specifications.
13. CM/GC will be provided with a copy of the project's Masterworks (PMIS) database at project completion specifically including, but not limited to, copies of all submittals, RFIs, design clarifications, change orders, etc.
14. CM/GC will be allowed to work six days per week, 10 hours per day, for select operations including, but not limited to, earthwork and mass excavation.
15. This proposal is based on receipt of the 1200-C permit no later than September 1, 2023.
16. This proposal is based on receipt of the necessary Owner-supplied permits no later than September 1, 2023.
17. This proposal includes the cost of the Payment and Performance bonds for GMP 1 Early Works (only). Separate Payment and Performance bonds will be provided for GMP 2 Balance of Plant.
18. MWH-Kiewit may elect to provide a Retainage Bond in lieu of the specified 5% retention.
19. Progress payments will be made off a mutually agreed upon Schedule of Values to include a reasonable mobilization payment.

EXCLUSIONS (i.e., items not included in this Early Works GMP proposal)

1. Changes and/or additions to design documents made after the 90% design deliverable. Changes and/or additions to the design documents made after the 90% design deliverable will be

reconciled via a Change Order to this Early Works GMP.. See “Work Package Specific Assumptions/Clarifications/Exclusions” below for specific deviations from the 90PCT design deliverable.

2. Off-site disposal of collected groundwater. This estimate assumes that collected water will be discharged to Johnson Creek at a discharge rate that can be accommodated utilizing detention capabilities currently considered in the site plan.
3. Off-site parking and/or busing of craft to jobsite if ordered by Owner or imposed by permit requirements. This estimate assumes that there is sufficient area onsite to accommodate all craft to park at the site.
4. Apprenticeship for trucking.
5. Repair and/or replacement of public roadways beyond that specifically shown in the 90% drawings.
6. Re-routing of existing utilities unless specifically shown in contract documents unless performed for contractor convenience.
7. Preconstruction costs.
8. Cost of the raw water pipelines beyond the limits shown on the 90% design drawings.
9. The cost of PGE power feeds beyond the tie in on the north side of Carpenter Lane across from the Filtration Facility site.
10. The cost of water (potable and non-potable) in accordance with the contract documents, is assumed to be provided by Owner at no cost to CM/GC.
11. Third-party utility hook-up fees and/or meter fees.
12. Contaminated and/or hazardous material, and/or groundwater, remediation or disposal.
13. All disinfection activities. Disinfection activities will be included in GMP 2 (Balance of Plant).
14. All commissioning and start-up activities. Commissioning and start-up activities will be included in GMP 2 (Balance of Plant).
15. All costs associated with LEED certification, Envision certification, and/or project sustainability requirements not specifically defined within the source documents detailed in **Attachment A**.
16. Supply of trailers for Conveyance Pipelines project.
17. Noise control associated with the Conveyance Pipelines project.
18. Owner’s costs during construction, such as staff and/or Owner’s contingency.
19. Special inspection fees and third-party testing related to special inspections.
20. Application for, and securing of, all Owner-supplied permits required for construction specifically including the land use permit, building permits (excluding trade permits), demolition permit, grading/fill permit.
21. Engineering services during construction not specifically stated in the contract documents.
22. Warranty bond for GMP 1 Early Works. Warranty bond for the entire project will be included in GMP 2 Balance of Plant.

WORK PACKAGE SPECIFIC ASSUMPTIONS/CLARIFICATIONS/EXCLUSIONS

Unless stated otherwise below, work shall comply with the written “Scope of Work” documents included as **Attachment C** to this proposal. Assumptions/clarifications/exclusions specific to certain work packages are as follows:

Package SP-01 – General Conditions

1. This work package is priced for a one-year period beginning on September 1, 2023, and ending on August 31, 2024. Costs for this work beyond August 31, 2024, will be included in GMP2 (Balance of Plant).
2. This package includes PGE power consumption invoicing for the period of April 1, 2024, through August 31, 2024 (reference response to RFI 78). This proposal includes costs associated with supply and operation of temporary generator power for a period up to 6 months, until the PGE power feed is established.

Package SP-02 - Site Preparation and Earthwork

The following assumptions/clarifications/exclusions apply to MWH-Kiewit's SP-02 work package. MWH-Kiewit understands the basis of our pricing may change from what is described below to what will be shown in the "Issued for Construction" documents. Within 45 days of receipt of the "Issued for Construction" documents, MWH-Kiewit will submit a Change Order Request to PWB for all cost changes between the 90PCT documents (i.e., the basis of this proposal) and the "Issued for Construction" drawings (i.e., the basis for construction).

1. The dewatering system and stormwater/groundwater treatment systems included in this package are based on the flow rates provided in:
 - Technical memorandum re: Preliminary Groundwater Seepage Quantity Estimate (McMillian Jacobs, May 10, 2022)
 - Technical memorandum re: Construction Stormwater (Emerio, April 1, 2022)
 - Technical memorandum re: Draft 90% Stormwater Drainage Report (Emerio, June 17, 2022). MWH-Kiewit acknowledges the Draft Stormwater Drainage Report is not a contract document.

Changes to these flowrates may result in a differing site condition change order.

2. This package includes receiving, detaining as needed, and discharging of up to 250 gallons per minute (from November through April) and up to 75 gallons per minute (from May thru October) of treated groundwater from the Conveyance Pipelines project. This proposal excludes pumping and treating of groundwater from the Conveyance Partners.
3. The pricing of this package is based, in part, on model information provided by Stantec and incorporated into our Excavation Plan. In our excavation plan, no adjustments were made to the top and bottom of saprolite surfaces modeled by McMillian Jacobs and provided as a source document. These surfaces have been used to aid the further development of our dewatering, shoring, and excavation schemes as well as the planning that derives from those schemes including site logistics, temporary drainage etc. The surface information provided by McMillian Jacobs was received via a September 3, 2021 email sent from Devin Roth (McMillian Jacobs Associates) to various members of MWH-Kiewit, Stantec, and PWB.
4. Sheet pile and/or soldier pile and lagging support of excavation will be installed at the locations shown on our Excavation Plan. Pile will be cut off 5 feet below finished grade or structure and abandoned in place. The tension in any associated tiebacks will be released at the pile and the tieback will also be abandoned in place. Changes to the soldier pile and lagging made for CM/GC's convenience are included in CM/GC's contingency.

5. The excavation limits described in the SP-02 scope of work document (Attachment C) are the basis of the SP-02 work included in this Early Works GMP. Changes to these limits made for CM/GC's convenience are included in CM/GC's contingency.
6. Excavation slopes are assumed at 1.5:1. Changes to these excavation slopes made for CM/GC's convenience are included in CM/GC's contingency.
7. Based on previous discussions with PWB and Stantec, this package includes stripping of the existing site surface soil to a depth required to generate the volume required to be temporarily stockpiled onsite and returned as topsoil to the landscaped areas. ***This proposal differs from the 90PCT design specification.***
8. This package includes a negligible amount of "backfill". "Under-structure backfill" refers to the imported aggregates upon which the structures' slabs will be constructed including associated underdrainage aggregates. The limited structural backfill included in this estimate is solely associated with wet wells and sumps that depress below the slab. Backfill not included in this Early Works GMP proposal will be included in GMP 2.
9. Based on previous discussions with PWB and Stantec on November 18, 2022, MWH-Kiewit has included excavation of subgrades at a constant 2 feet below the bottom of slab (to accommodate 18 inches of underdrain rock – with the underdrain piping system assumed encapsulated within that underdrain rock layer - and six inches of AB). ***This proposal differs from the underdrain systems shown in the 90PCT design.*** MWH-Kiewit understands that Stantec intends to optimize the underdrain design. Once the underdrain system design is finalized, the adjustments from this assumption will be quantified and reconciled as a change order.
10. Once installed, the permanent underdrain system will be used during the construction phase to support groundwater dewatering.
11. It is assumed that subgrade of the excavation for the structures' foundation slabs at areas 20, 30, and 40 are above the top of the saprolite layer. This is based on the elevation of the layer as depicted in the model provided by Stantec. Some under slab encased piping and structural concrete sumps/wetwells are anticipated to extend into the saprolite which forms the basis for our base of excavation shoring scheme.
12. This Early Works GMP excludes discharge of treated stormwater and/or groundwater to any other location - including off-site trucking and disposal – other than Johnson Creek.
13. This package excludes mobilizing and erecting the temporary warehouse indicated on the Site Logistics Plan. The cost of the temporary warehouse will be included in GMP 2.
14. CM/GC's schedule for this package assumes the necessary tree removal and/or trimming can be completed without impact by bird nesting regulations. If the tree removal and/or trimming is delayed by bird nesting regulations, and these delays impact work on the critical path, CM/GC will submit these delays as "Excusable Delays" per the Contract Documents.
15. This package assumes no presence of constituents of concern (i.e., contaminants) onsite, nor in the groundwater. Pricing does not include any provisions for managing contaminants, nor for treating the groundwater or surface water for contaminants prior to discharge. Pricing does include detaining and treating groundwater and surface runoff to support monitoring discharge pH and turbidity in compliance with 1200-C Permit. All other monitoring, sampling, and testing for other potential constituents of concern (e.g., CAM-17, pesticides, hydrocarbons, etc.) is excluded.

16. Pricing intends that the permanent stormwater discharge facilities (e.g., flow spreader) may be installed in the early phases of construction and used for the 1200C permitted discharges throughout the construction period.
17. Insulation (e.g., slab insulation board) is excluded from this proposal. The cost for insulation will be included in GMP 2.
18. Pricing is based upon construction of a temporary material stockpile roughly 40+ feet higher than the existing grades. Reducing the height of the material stockpile would require a larger footprint for the stockpile and would impact other site logistics such as access, laydown area, temporary utility infrastructure, existing utility protection, etc.
19. Pricing is based on readily available aggregate products produced in the area which do not comply with the specification as currently written. All aggregates are per ODOT Specifications and will not meet a <5% P200 spec for base rock.
20. All work described in this scope may not be completed prior to 8/31/2024. Should the 8/31/2024 date not be extended by change order, work related to this scope will cease prior to the 8/31/2024 date to allow the CMGC to secure the site, demobilize, and transfer responsibility and any/all liability of the site to PWB.

Package SP-03 – Site Support Services

1. Pricing includes mobilization, demobilization and operation of the forklifts and integrated tool carrier (aka IT with forks, bucket, and boom) from September 1, 2023 to August 31, 2024.
2. Pricing includes mobilization, demobilization and assembly of four cranes. Two of the cranes will be assembled for use prior to June 1, 2024. The remaining two cranes will be assembled just prior to beginning work on GMP 2 Balance of Plant.
3. Operation of equipment provided in this package assumes a 45-hour working week (i.e. 5 – 9s). Operation of equipment beyond 45-hours per week for CM/GC's convenience is included in CM/GC's Contingency.
4. This package includes mobilizing and erecting the maintenance and fuel storage facilities indicated on the Site Logistics Plan.

The following bid packages are included as Owner Allowance items. These packages will be priced, or bid based on the Bid Set documents. The following assumptions were used to estimate the Owner's Allowance values for these packages.

Package SP-05 – Direct Purchase of Key Long Lead Equipment

1. All work described in this scope may not be completed prior to 8/31/2024. Should the 8/31/2024 date not be extended by change order, work related to this scope will cease prior to the 8/31/2024 date to allow the CMGC to secure the site, demobilize, and transfer responsibility and any/all liability of the site to PWB.

Package OPP - 01 – Temporary Construction Power

1. This package assumes that the required temporary power feed(s) will be available at the site boundary, for use by CM/GC, no later than April 1, 2024.
2. This package assumes a power drop will be provided as coordinated with PWB and PGE consistent with the detailed temporary plan provided and the Permit Application shared with PGE.

3. This package includes \$100,000 for Ziply charges to establish (overhead) fiberoptic service to the project's temporary office complexes for Contractor use.
4. All work described in this scope may not be completed prior to 8/31/2024. Should the 8/31/2024 date not be extended by change order, work related to this scope will cease prior to the 8/31/2024 date to allow the CMGC to secure the site, demobilize, and transfer responsibility and any/all liability of the site to PWB.

Package OPP-02 – Stockpile Management and Loadout

1. Estimate for this Allowance includes the first 5 months of stockpile management and loadout (April 1, 2024 through August 31 of 2024). Disposal of excess soil, beyond this initial 5 months 300,000 CY, will be priced in GMP 2.
All work described in this scope may not be completed prior to 8/31/2024. Should the 8/31/2024 date not be extended by change order, work related to this scope will cease prior to the 8/31/2024 date to allow the CMGC to secure the site, demobilize, and transfer responsibility and any/all liability of the site to PWB.

Package OPP-03 – Traffic Control

1. This package includes engagement of a Traffic Control Supervisor, development of Traffic Control Plans, and implementation of offsite Construction Area Signage (and maintenance of same) and other traffic management practices to comply with the specified Construction Constraints and Counties' permitting requirements.
2. Flagging and traffic control will be needed during Carpenter Lane improvements, and as-needed bases for specific events such as heavy equipment mobilization and when necessary to support heavier haul days (export + import).
3. This package includes a full-time onsite traffic flow facilitator.

Package S-01 – Trucking to Contractor-Designated Off-Site Disposal Facility

1. Estimate for this Allowance includes the first 300,000 CY of loadout (which is the estimated quantity to be exported from 6/1/23 to 5/31/24 at ~100 loads per day). Trucking of excess soil, beyond this initial 300,000 CY, will be priced in GMP 2.
2. All work described in this scope may not be completed prior to 8/31/2024. Should the 8/31/2024 date not be extended by change order, work related to this scope will cease prior to the 8/31/2024 date to allow the CMGC to secure the site, demobilize, and transfer responsibility and any/all liability of the site to PWB.

Package S-02 – Temporary Utilities

1. This package includes the initial concept for temporary fire protection that has been developed in consideration of the Oregon Fire Code requirements but has not yet been vetted through the Fire Marshall. As the system design is vetted through the Fire Marshall and its design progresses, the allowance estimate pricing will be updated accordingly.
2. This package includes developing centrally located potable water feeds to support drawing water in support of concrete water cure activities.
3. This package includes developing potable water feeds to the temporary office complexes. (Owner Field Offices Package S-15 would include any provisions for bottled water service.)
4. This package assumes the Pleasant Home Water District will meet the onsite potable water demand for the temporary fire water supply, cure water supply, and water to the temporary

offices. This package assumes that Pleasant Home usage/consumption fee, if any, is paid by the Owner).

5. The package excludes provisions for a temporary onsite sanitary sewer system. Portable Toilets Package S-14 would address the sanitary services needs for the craft via portable sanitary facilities and Owner Field Offices Package S-15 would include the installation of black water holding tank that would be serviced in conjunction with the onsite portable sanitary facilities.

Package S-03 - Temporary Roads

1. Temporary roads, laydown yards and crane pads will be constructed according to the temporary designs included in the scope of work provided previously to PWB. Maintenance beyond August 31, 2024, and/or removal of the constructed facilities are excluded.
2. MWH-Kiewit will provide unimproved space for Conveyance Pipelines CM/GC as follows:
 - 2 acres of working space at the tunnel shaft in the southeast corner of the jobsite.
 - Space for 3 double-wide trailers (for use by Conveyance Pipeline CM/GC).
 - Space for 8 single-wide trailers or equivalent sized double-wides (for use by Conveyance Pipeline subcontractors).
 - 60 parking spaces for use by Conveyance Pipelines project.
 - The Conveyance Pipelines project shall be responsible for any improvements to the space provided.
3. All work described in this scope may not be completed prior to 8/31/2024. Should the 8/31/2024 date not be extended by change order, work related to this scope will cease prior to the 8/31/2024 date to allow the CMGC to secure the site, demobilize, and transfer responsibility and any/all liability of the site to PWB.

Package S-04 – Temporary Fencing and Gates

- Temporary fencing will be 6' "No Climb" fencing as described in RFI 81.

Package S-05 – Survey

1. Includes site pre-construction survey to verify site elevations before construction but does not include the post-construction survey. Cost for the post-construction survey will be included in GMP 2.
2. Survey includes survey staking for all work included in GMP 1.

Package S-07 – Security Services

1. Estimate of Allowance includes weekday working hours security personnel at the Carpenter Lane (northern) site entrance and the SE Bluff Road (southern) site entrance. Hours are included for security personnel to be present during night and weekend hours.

Package S-09 – 3rd Party Quality Control Testing

1. Structural Observation Special Inspector to be employed by the Owner per CBC Chapter 17, Section 1704 is not included.
2. This package includes:
 - Early Works CQC staffing as follows:
 - Structural/Civil (single individual, combined assignment)

- Mechanical
- Environmental
- Geotechnical/Civil Grading/Soils (single individual, combined assignment)
- Electrical
- ACI tech for onsite ready-mix testing and sampling
- Laboratory shrinkage testing (and, as necessary, cylinder breaks in supplement to City's laboratory cylinder breaks)
- Compaction testing (and pounding curves, as necessary, to support that)
- Aggregate gradations
- Welding Procedures' Prequalifications
- CWI weld inspection
- Source control testing listed in the Specifications (e.g. batch plant, quarries)

Package S-11 – Off-Site Road Improvements

1. Carpenter Lane improvements may commence only when the existing power poles have been relocated (by Others).
2. This proposal includes pricing of the concrete retaining wall at the intersection of SE Cottrell Road and SE Dodge Parkway. This proposal excludes any temporary shoring and/or sheet piling that may be required to construct the concrete retaining wall. MWH-Kiewit understands that design of the concrete retaining wall has not been finalized.
3. This scope of work is contingent upon relocation of poles no later than April 1, 2024
4. All work described in this scope may not be completed prior to 8/31/2024. Should the 8/31/2024 date not be extended by change order, work related to this scope will cease prior to the 8/31/2024 date to allow the CMGC to secure the site, demobilize, and transfer responsibility and any/all liability of the site to PWB.

Package S-16 – Raw Water Pipelines

1. The Raw Water pipelines - wall thickness and supporting backfill – have been priced per the details per Aaron Eder's (Stantec's) email of November 16th, 2023 (i.e. 7/16" pipe wall, CLSM backfill for the indicated deeper segment of the pipelines, and shoring support at the pipe zone trench wall to allow an OSHA-compliant ~7.5' vertical excavation at the base of the trench). ***This proposal differs from the 90PCT design deliverable.***
2. All work described in this scope may not be completed prior to 8/31/2024. Should the 8/31/2024 date not be extended by change order, work related to this scope will cease prior to the 8/31/2024 date to allow the CMGC to secure the site, demobilize, and transfer responsibility and any/all liability of the site to PWB.

Package S-17 – Areas 20, Area 30, and Area 40 Concrete

1. An allowance value is included to perform the concrete needed to complete the scope of SP-02 to subgrade of concrete foundation slab including any below grade sumps drains and pipe encasements.
2. All work described in this scope may not be completed prior to 8/31/2024. Should the 8/31/2024 date not be extended by change order, work related to this scope will cease prior to the 8/31/2024 date to allow the CMGC to secure the site, demobilize, and transfer responsibility and any/all liability of the site to PWB.

Package S-24 – Balance of Plant Mechanical

1. An allowance is included to purchase long-lead process equipment such as Ozone Generating and Feed Equipment, Soda Ash Storage and Feed Equipment, Onsite Sodium Hypochlorite Generator System, and Dewatering Centrifuges.
2. All work described in this scope may not be completed prior to 8/31/2024. Should the 8/31/2024 date not be extended by change order, work related to this scope will cease prior to the 8/31/2024 date to allow the CMGC to secure the site, demobilize, and transfer responsibility and any/all liability of the site to PWB.

Package S-25 – Plant Electrical

3. An allowance is included to purchase the long-lead electrical gear including the transformers, gear, and stand-by generators. This allowance includes shop drawing development and submittal.
4. All work described in this scope may not be completed prior to 8/31/2024. Should the 8/31/2024 date not be extended by change order, work related to this scope will cease prior to the 8/31/2024 date to allow the CMGC to secure the site, demobilize, and transfer responsibility and any/all liability of the site to PWB.

Contractor: [Click or tap here to enter text](#)

Subcontract No.: [Click or tap here to enter text](#)

MWH-KIEWIT JOINT VENTURE
GMP1 PACKAGE SP-02 SITE PREPARATION AND EARTHWORK
EXHIBIT C – SCOPE OF WORK
OF THE [ENTER SUBCONTRACT TIER](#) FOR THE
FILTRATION FACILITY PROJECT

Table of Contents

- 1.0 GENERAL**
- 2.0 PROJECT OVERVIEW**
- 3.0 CONTRACTOR'S SCOPE OF WORK**
- 4.0 MATERIAL, EQUIPMENT, OR SERVICES FURNISHED BY OTHERS**
- 5.0 COMMENCEMENT, PROGRESS AND COMPLETION OF THE SUBCONTRACT WORK**
- 6.0 ATTACHMENTS**

1.0 GENERAL

The intent of this Scope of Work is to provide Contractor an outline of the type of work to be performed hereunder. Contractor shall examine all applicable plans, specifications, and other technical data incorporated into this Subcontract to determine the extent of the Subcontract Work. **Contractor shall perform structural excavation and subgrade preparation at Areas 20, 30, 40, and 91 (partial) as shown on the civil-series drawings included in Attachment 1, whole and complete, unless expressly excluded herein.**

2.0 PROJECT OVERVIEW

The **Filtration Facility** Project ("Project") consists of construction of a new water treatment facility capable of producing up to 135 million gallons per day.

3.0 CONTRACTOR'S SCOPE OF WORK

Subject to the terms and conditions of this Subcontract, Contractor shall provide all supervision, labor, construction equipment and tools, permanent materials, consumable supplies, material and equipment handling, installation, testing, safety supplies and personnel-protection equipment, insurance, bonds, and any other items of expense necessary to completely perform the Subcontract Work. Any item inferable from, or relating to the intent of, the Subcontract Documents and obviously necessary for a complete and operable item of work, shall be considered incidental to the Work, and all related costs shall be deemed included in the Subcontract Price, unless such work is expressly excluded in this Scope of Work.

3.1 Inclusions.

- 3.1.1 Contractor's Scope of Work shall include compliance with the requirements of the Division 0 and Division 1 specifications included as Attachment 1 to this Scope of Work.
- 3.1.2 Contractor's Scope of Work shall include compliance with the City of Portland documents included in Attachment 2 to this Scope of Work, including:
 - The Regional Workforce Equity Agreement
 - Construction Diversity Inclusion Policy
 - The Clean Air Construction Standard
 - Inadvertent Discovery Plan
- 3.1.3 Contractor's Scope of Work shall include compliance with the requirements of MWH-Kiewit planning documents included as Attachment 3 to this Scope of Work, including:
 - Site Specific Health & Safety Plan
 - Contractor's Quality Control Plan
 - Construction Management Plan
 - Waste Management Plan
 - Storm Water Pollution Prevention Plan
 - Erosion Control Plan
 - Site Logistics Plan
 - KIE Dewatering System Design
 - KIE Support of Excavation System Design

- 3.1.4 Contractor's Scope of Work includes coordination of their work with subcontractors, third party inspectors, and Authority Having Jurisdiction.
- 3.1.5 Contractor's Scope of Work includes site-wide preparation as detailed in Specification 31 10 00 (Site Preparation).
- This work includes stripping sufficient quantity to provide the required quantity of topsoil.
 - Stockpiled topsoil will be returned from the on-site stockpile to landscaped areas in a succeeding GMP.
- 3.1.6 Contractor's Scope of Work includes structural excavation for the cast-in-place concrete structures at Area 20, Area 30, Area 40, and Area 91 (partial) as detailed in **Attachment 1** and as described in Specification 31 30 00 (Earthwork).
- The excavation at Area 91 will only be made to top of concrete grade. See MWH-Kiewit Excavation Plan (included in **Attachment 3**). This is to support interim use of the basins for stormwater and dewatering discharge detention without fouling the basins' subgrade. Completing the excavation to grade and constructing the overflow basins (Area 91) including underdrain piping and concrete lining by others in GMP 2.
- 3.1.7 Contractor's Scope of Work includes furnishing and installing the underslab and/or just off slab drainage systems at Areas 20, Area 30, Area 40. (Reference Basis of Estimate for further discussion surrounding the assumption of a 2' thickness only.)
- 3.1.8 Contractor's scope of work includes placement and finish of rock materials beneath structures to subgrade elevations beneath concrete structure slabs. (Reference Basis of Estimate for further discussion surrounding the assumption of a 2' thickness only.)
- 3.1.9 Contractor's Scope of Work includes furnishing and installing the buried underslab and/or just off slab piping at Area 20 (none), Area 30, Area 40, and Area 91 (none) specifically including:
- 4"-8" DR (A32)
 - 6-12" OZW (A32)
 - 4"-12" DR (A33)
 - 4"-6" DR (A35)
 - 30"-72" FE (A35) – up to 5' past the end of its encasement
 - 36"-72" OF (A35) – up to 5' past the end of its encasement
 - 30"-36" FTW (A35) – up to 5' past the end of its encasement
 - 30"-36" OF (A37 Basin #1 to A35)
 - 30"-36" OF (A37 Basin #2 to A35)
 - 14" UW (A40)
 - 48" FE (A40)
 - 66" FW spools (A40)
 - 18"-36" FW (A40 to A45)

Reference attached drawing markups for more precise scope inclusion limits for this piping.

