

SCOPING DOCUMENT

RE: Magnolia Landfill – Cell 9 Construction Phase Services

DATE: August 18, 2022

TO: Mr. Ed Fox, Deputy Solid Waste Director
Baldwin County Solid Waste
15140 County Road 49
Summerdale, AL 36580

FROM: Daniel Wells, PE
CDG Engineers & Associates Inc.
1840 East Three Notch Street
Andalusia, AL 36421

SCOPE:

We understand that the proposed scope of services includes construction quality assurance services during the planned Cell 9 construction at the Magnolia Landfill.

The scope of services proposed below includes the construction administration and observation of Contractor services during the construction of Cell 9 of the ongoing landfill operations at the Magnolia Sanitary Landfill in Summerdale, AL.

CONSTRUCTION PHASE:

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. Consult with Owner and act as Owner's representative as provided in the Construction Contract.
2. Participate in a pre-construction conference prior to commencement of Work at the Site.
3. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Owner, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
4. Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the

design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents.

5. In connection with observations of Contractor's Work while it is in progress:
- a. Provide the services of an RPR at the Site to assist the Owner and Engineer and to provide more extensive observation of Contractor's work. Full-time RPR services are based on an eight-hour workday Monday through Friday for the period of time established in the Construction Contract for a **180**-calendar day construction schedule, or Substantial Completion, whichever time frame is shorter.
 - b. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - c. Perform construction materials testing for earthwork, geosynthetics, and leachate systems as required by specification to determine compliance with the Facility's Construction Quality Assurance requirements.
 - d. Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents.
 - e. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - f. Review and respond to Change Proposals, Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
 - g. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- h. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
6. Review Applications for Payment and accompanying supporting documentation.
 - a. Determine the amounts that Engineer recommends Contractor be paid. Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
7. After receiving notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion.
8. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Project or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
9. Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor.
10. At various stages throughout the Project, CDG will perform an as-built survey of the locations of constructed improvements. This shall include the elevation certification surveys of the subgrade, compacted clay liner, Geosynthetic Panels and Seams, and sand drainage layers.
11. Prepare and submit a Construction Quality Assurance Manual and Engineer's certification to ADEM for approval to dispose in the constructed Cell.

The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

FEE/TERMS:

CDG is proposing to perform the scope of work for the Construction Phase on a Lump Sum basis for **\$285,300**. The anticipated budget will not be exceeded without your prior authorization.