

**A Cost-Reimbursement Agreement  
for  
Consulting Services  
between**

**The City of Griffin, Georgia**

**and**

**E. David Dickens, Ph.D.  
Environmental Consultant  
555 Youmans Rd  
Midway, GA  
31320**

**Email: eddickens1@hotmail.com  
Telephone number: (912)-690-1678 (cell)**

**Start Date: 9/15/2016**

**End Date: 9/14/2017**

**Payment amounts**

- I. \$4,440 per year for the Blanton Mill Wastewater spray site  
(with reporting and recommendations due December-January)**
- II. \$2,960 per year for the Still Branch Water treatment spray site  
(with reporting and recommendations due December-January)**

Budget showing all work performed can be found in Tables 1 & 2 at end of contract

## **Consulting Agreement**

This contract is entered into between E. David Dickens and the City of Griffin, Georgia hereinafter referred to as sponsor, and E. David Dickens, hereinafter referred to as the Environmental Consultant. Whereas the Sponsor desires consulting services in accordance with the scope of work outlined within this agreement, and E. David Dickens= proposal entitled **Forest Land Application of Water Treatment Plant Residuals at the Still Branch facility and Wastewater Effluent at the Blanton Mill facility**, here in after referred to as Attachment A and made part of this agreement.

Whereas the performance of such consulting services is consistent, compatible, and beneficial to both the Sponsor and the Environmental Consultant. In consideration of the mutual premises and covenants contained herein, the parties agree as follows:

### **Article I - Scope of Work**

The Environmental Consultant agrees to perform for the sponsor the consulting activities on a best efforts basis as described in Attachment A.

### **Article II - Contract Period**

This contract shall become effective on 15 September 2016 and shall be valid until 14 September 2017, at which time the contract can be renewed for additional years at one-year intervals subject to supplement, addition, continuation or renewal and is mutually agreed upon in writing between the Sponsor and the Environmental Consultant.

### **Article III - Compensation**

The Sponsor agrees to reimburse the Environmental Consultant for services performed under this agreement which the sum, unless changed by written amendment to this agreement shall not exceed \$4,400 (Blanton Mill WWTP spray site) and \$2,960 (Still Branch water treatment plant spray site) for 15 September 2016 through 14 September 2017 with the following schedule: a December/January (\$4,440 for the Blanton Mill wastewater treatment plant and \$2,960 for the Still Branch water treatment plant) invoice submitted to the Sponsor by the Environmental Scientist with

a summary report for the most recent work performed during 15 September 2016 and 14 September 2017.

#### **Article IV - Reporting Requirements**

Upon completion of the work as set forth herein, the Environmental Consultant will furnish the Sponsor with a written summary report and recommendations; December-January for foliage and a separate December-January for soil containing all results of the work and conclusions in respect thereof, as well as recommendations as to any possible additional work which may be desirable in view of what is learned as a result of the work hereunder.

#### **Article V - Publication**

The Sponsor recognizes the results of the Project should be publishable. The Sponsor agrees that the Environmental Consultant engaged in the Project shall be permitted to present at symposia, national, or regional professional meetings and to publish in journals, theses or dissertations, or regional professional meetings. The Sponsor shall have been furnished copies of any proposed publication or presentation at least one week in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. The Sponsor shall have one week after receipt of such copies to review such information for protection of confidential information. The Environmental Consultant will determine if changes are necessary and/or delay such publication or presentation for a period of up to twelve months.

#### **Article VI - Compliance with Laws**

The Environmental Consultant agrees that it will comply with all applicable federal, state, and local laws, codes, regulations, rules, and orders. This agreement shall be governed and constructed in accordance with the laws of the State of Georgia.

#### **Article VII - Independent Contractor**

In the performance of all services hereunder, the Environmental Consultant shall be deemed to be and shall be an independent contractor and, as such, the Environmental Consultant shall not be entitled to any benefits applicable to the employees of the Sponsor. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on the behalf of the other enter

into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or the conduct of the other.

#### **Article VIII - Liability**

The Environmental Consultant agrees to be responsible for the negligent acts of him. The Sponsor agrees to be responsible for the negligent acts of its officers and employees.

#### **Article IX - Termination**

This contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to intended date of termination. By such terminations, neither party may nullify obligations already incurred for performance of failure to perform prior to the date of termination.

#### **Article X - Changes and Amendments**

This contract constitutes the entire agreement between the parties. All amendments and/or changes shall be made by written instrument executed by the parties hereto.

#### **Article XI - Contract Administration**

This contract administration is provided by:

E. David Dickens, Ph.D.  
Environmental Consultant  
555 Youmans Rd  
Midway, GA 31320

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as of the date set forth by the duly authorized representatives.

Environmental Consultant

Sponsoring Agency

\_\_\_\_\_  
E. David Dickens, Ph.D.

\_\_\_\_\_  
Authorized Individual

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A

APPROVED AS TO FORM

THIS 8<sup>th</sup> DAY OF June, 2016

BY: Candice D. Hallock  
CITY ATTORNEY

## Consulting Activities

Lead consultant and his associates will perform the following tasks to maximize site life and forest stand health:

- (1) Collect, analyze, interpret, and summarize data collected from established sample plots within the residuals and wastewater spray areas annually.
- (2) Data consists of soil (0-6") applied residuals or effluent where appropriate and loblolly pine (*Pinus taeda* L.) foliage samples taken annually during the winter. The Blanton Mill spray site will have foliage and soil collected annually in early December. The Still Branch site will also have soil and foliage collected annually in early December with the foliage and soil reports and recommendations submitted in late December or January annually submitted to COG.
- (3) Analysis of soil and residuals includes pH, extractable P, K, Ca, Mg, Mn, and Al (lb/ac or ppm). Analysis of foliage includes N, P, K, Ca, Mg, S, Al, B, Cu, and Mn (concentrations as percent or ppm).
- (4) Make fertilization and soil pH lowering recommendations to The City of Griffin based on data values, trends over time, element ratios; element ratio changes over time, and visual observations.
- (5) Note while at each site any beetle activity or other insect activity, disease activity, pine stand basal area (size and stocking) to help with stand health.

## Budget

1. An annual payment of \$4,440 for the Blanton Mill site and an annual payment \$2,960 for the Still Branch Water Treatment plant site are due within 30 days after The City of Griffin receipt of reports and recommendations for the period of 15 September 2016 through 14 September 2017.
2. This fee covers consultant's travel and time, sample preparation, mailing, sample analysis, data entry, interpretation, summary, write-up, and recommendations as well as items #4 and 5 listed above.

Table 1. A breakdown of how the fee is determined for Blanton Mill work

Activity	# hrs	\$ for activity	Comments
Collect soil samples	4	\$800	11 sample locations
Collect foliage samples	4	\$800	11 sample locations
Enter soil results in table	2	\$400	11 sample locations x 2 soil parameters
Enter foliage results in report table	7.37	\$1474	11 samples x 11 nutrients/elements =121 data points = 40 min sample
Write soil report	2	\$400	
Write soil recommendations	1	\$200	
Write foliage report	3	\$600	
Write recommendations based on foliage	1.5	\$300	
Total without travel		\$4,974	
Total with travel (1/2 of \$562 as noted below)		\$5,255	

My fee is \$200/hr for field work, report writing, and recommendations.

Table 2. A breakdown of how the fee is determined for Still Branch work

Activity	# hrs	\$ for activity	Comments
Collect soil samples	1.5	\$300	5 sample locations
Collect foliage samples	1.5	\$300	5 sample locations

Enter soil results in table	3.35	\$670	5 sample locations x 7 soil parameters (pH, P, K, Ca, Mg, Mn, Zn)
Enter foliage results in report table	3.35	\$670	5 samples x 11 nutrients/elements = 55 data points = 40 min sample
Write soil report	2	\$400	
Write soil recommendations	1	\$200	
Write foliage report	2.5	\$500	
Write recommendations based on foliage	1.25	\$250	
Total without travel		\$3,190	
Total with travel (1/2 of \$562)		\$3,471	

My fee is \$200/hr for field work, report writing, and recommendations.

\*\*One time/year travel cost calculated @ \$0.575/mile for mileage (560 miles round trip once per year = \$322/yr + \$30/hr while on road x 8 hrs) = \$562.

The total annual cost for the 2 sites is \$8726 (\$3,471 for Still Branch and \$5255 for Blanton Mill)

Taking a 15% cost reduction across the board = \$7400 approximately.

Still Branch is 40% of the total so that annual reduced by 15% cost is \$2960 and the Blanton Mill annual cost would be \$4,400.