

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into the 1st day of Nov. 2004, by and between Charles B. Burditt, d/b/a BURDITT of Montgomery County, Texas (hereinafter called the "Consultant"), and CITY OF JONESBORO, ARKANSAS (hereinafter called "Client").

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

CONSULTANT

Burditt
P. O. Box 1424
Conroe, TX 77305

CLIENT

City of Jonesboro
Dept. of Parks and Recreation
1212 S. Church Street
Jonesboro, AR. 72401

That whereas Client has requested services of the Consultant as an independent contractor and not as an employee in relation to:

CITY OF JONESBORO
STREET TREE INVENTORY
(herein called the "Project")

(SEE ATTACHED EXHIBIT A - SCOPE OF WORK)

NOW, THEREFORE, Client and the Consultant, in consideration of the mutual covenants set forth, agree as follows:

Upon receipt of the executed copy of this Agreement, the Consultant will perform services to provide Client with the data, information, services or opinion proposed by Consultant in Proposal dated October 11, 2004. Consultant will proceed with the work as expeditiously as practical, and provide Client with Urban Forestry Consulting Services.

Consultant shall collaborate with Client's agents or representatives in connection with Scope of Work and Consultant shall be bound by the provisions set forth herein.

Client will place at Consultant's disposal all available information generated by Client, Client's agents or representatives as may be pertinent to the Project in-

Consultant agrees that the services set forth in Exhibit "A" - Scope of Work will be provided and Client agrees to pay Consultant Twenty Thousand and No/100 Dollars (\$20,000.00) for these services.

Invoices will be submitted monthly and will reflect the percentage of completion. Payment of Consultant's invoices by the Client will be made within 30 days from date of invoice. Client may review invoice expeditiously within 30 days, but may not withhold payment unreasonably. Fees will be due and payable upon receipt of invoice.

No additional services, other than those specified in Exhibit A - Scope of Work, have been requested by Client and none shall be provided by Consultant under this Agreement unless mutually agreed upon in writing by both parties.

Consultant will have, in full force and effect, the following insurance coverage during the entire project:

Worker's Compensation \$1,000,000.00 per accident/disease
General Liability \$1,000,000.00 per occurrence

Consultant will provide certificates of insurance coverage to Client prior to commencement of project.

Client and Consultant agree that the date of this Agreement will also be the agreed upon Start Date for Consultant to begin performance.

Consultant will collect data and deliver completed deliverables covered by this agreement on or before May 31, 2005. In the event that Client does not provide Consultant the information or materials necessary to initiate or complete the work by the stated deadline, Client will be notified, in writing, detailing all information or materials required. In the event that a delay in completion of services results, due to no fault of Consultant, Client agrees to provide additional time to complete the services, commensurate with the type of delay.

If Consultant is unable to complete the services by the completion date due to Acts of God, such as natural disaster, additional time commensurate with the extent of delay will be afforded Consultant by Client.

If Consultant requests an extension of time for any other reason to complete its performance, the Client may, in its sole discretion, extend the time.

Any extension must be in writing but does not require amendment of this Agreement. Consultant is not entitled to damages for delay(s) regardless of the cause of the delay(s).

Consultant agrees to indemnify and shall defend and hold harmless Client, Client's agents or representatives from and against any and all liability, claims, damages, losses and expenses, including but not limited to all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, or for damage to any property, or violation of any law, regulation or ordinance, arising out of or in connection with the work done under this Agreement.

In the event legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to a reasonable sum for attorney's fees and court costs.

Consultant shall not assign this Agreement at law or otherwise without prior written consent of Client.

This Agreement represents the entire agreement between Consultant and Client and may be amended only by written instrument signed by both parties. This agreement shall be governed by the laws of the State of Arkansas.

CONSULTANT

BURDITT

By: 

**Charles B. Burditt
President**

**10/26/04
Date**

EXHIBIT "A" SCOPE OF WORK

Following is *Burditt's* Scope of Work for the project.

Item 1

Item 1 represents a change to the original RFP by including the collection of baseline community information, conducting both telephone and personal interviews, documenting how the community's urban forestry program currently operates, and presenting this information in usable format.

The rationale for such a study is to understand how various municipal departments operate. The impact each department may have on tree responsibility should be clearly understood prior to writing a management planning document. This baseline information and study of how the Jonesboro urban forest is currently managed should also include information regarding local non-profit advocacy organizations, business (example, Chamber of Commerce) projects, and the attitude and thoughts within the community as a whole. Due to budget constraints, the study can only take a 'snapshot' of these held opinions. However, a conscientious effort will be made to identify an effective group of stakeholders to interview. The information will be referenced in the eventual management document and used in recommendations made for public relations and educational opportunities.

The general process would be as follows:

1. Conduct preliminary research into the general workings of city departments
2. Establish stakeholders to be contacted, including non-profits, city departments, county and city leaders, etc.
3. Develop standard questionnaire
4. Develop phone and interview list
5. Set up meeting location, i.e., municipal offices, Chamber of Commerce, etc.
6. Conduct interviews over a two day period
7. Identify common responses and develop into a reporting matrix
8. Summarize results and recommendations for use in management planning document

EXHIBIT "A" SCOPE OF WORK

Item 2

Expand the size of the project sample area. The new area has been expanded to an area of approximately **fifty seven percent (57 %)** of the original (shown on the attached map of the study area) street miles. We have selected a specific area that encompasses the majority of the central business district, much of the older residential neighborhoods, public buildings and grounds, and some industry. The new project area represents total street miles (both sides) to be approximately 208 miles of linear footage.

The area will be inventoried in two methods. The first is a remote sensing method using existing aerial imagery (enhanced by any additional imagery available at the time). We will locate trees and planting spaces spatially in an aerial photograph project. The city's current imagery is of such high quality and resolution that we will do a tree and planting space count creating an ArcView project to demonstrate and track the total # of trees and total # of planting spaces within the sample area. The previously proposed sample will be expanded to a **TEN PERCENT** (sample inventory of the new sample area. Fringe areas of the community may be skewed somewhat where agriculture has begun to give way to development. This can be adjusted to develop reasonable numbers to work from.

The second method of inventory will be an on-ground inventory. The field inventory will be expanded to a sample of the same area remotely sampled above. In this phase, we will retrace the actual remote sample area using maps populated with our sample inventory and collect specific information including: **general species categories**, i.e., oak, hickory, maple, pine, etc., **diameter size ranges** (4 categories of diameters), **general condition** (ranging from "Good" to "Dead", and **priority maintenance needs** (hazard removals, hazard pruning, and routine maintenance pruning). We will also include a **land-use** category to the data as well.

In all cases, street right-of-ways are the targeted data. We will make spot checks into various public grounds to get a sample, but that will not be the primary deliverable as the budget is prohibitive. Only general inferences will be made from that data.

The data will be available in an electronic file and easily entered into the City's GIS. All graphical representations, summaries, and projections to be used within the final short-term management plan will be extrapolated from this data.

EXHIBIT "A" SCOPE OF WORK

Item 3:

An assessment of the compensatory value of the community's urban forest will be performed integrating tree inventory data with appraisal guidelines set forth by the International Society of Arboriculture and the Council for Tree and Landscape Appraisers (CTLA). This analysis will extrapolate data collected during the tree inventory to estimate the value of the urban forest as a whole. Factors included in the assessment such as tree species, size, condition, site contribution, and placement in the landscape will be calculated as mean trends determined during inventory sampling.

Item 4:

An estimate of the total loss in value of urban forest resources within the cleared Southern Hills Mall site on Southwest Drive will be conducted. This analysis will incorporate the provided high-resolution aerial photography and sampled community tree inventory data. Reference will be provided within the management document.

Item 5:

The short-term management plan will be developed as previously requested and proposed in our original response. It will include graphic analysis of all data, findings and recommendations, and comprehensive strategies for addressing the near future management decisions for the urban forest. Also included, but not previously required by RFP, will be the following:

1. Findings Section created from our inquiries, analysis, questionnaire, and interviews.
2. Public Relations Opportunities and Strategies Section.
3. Urban Wildland Interface Section documenting interface fire issues.
4. Tree Preservation Methods Section to be considered for all CIP's.
5. Urban Wildlife Section

A preliminary draft will be prepared and circulated for review and comments prior to final document completion. As previously requested by RFP, a summary of the project will be presented to the Jonesboro Urban Forestry Council at a regularly scheduled meeting.

EXHIBIT "A"
SCOPE OF WORK

PROJECT SCHEDULE, DELIVERY, AND FEES

Client has expressed that time is of the essence in completion and delivery of the deliverable products. *Burditt* is prepared to begin upon receipt of a Purchase Order and/or execution of a mutually satisfactory Agreement for Services.

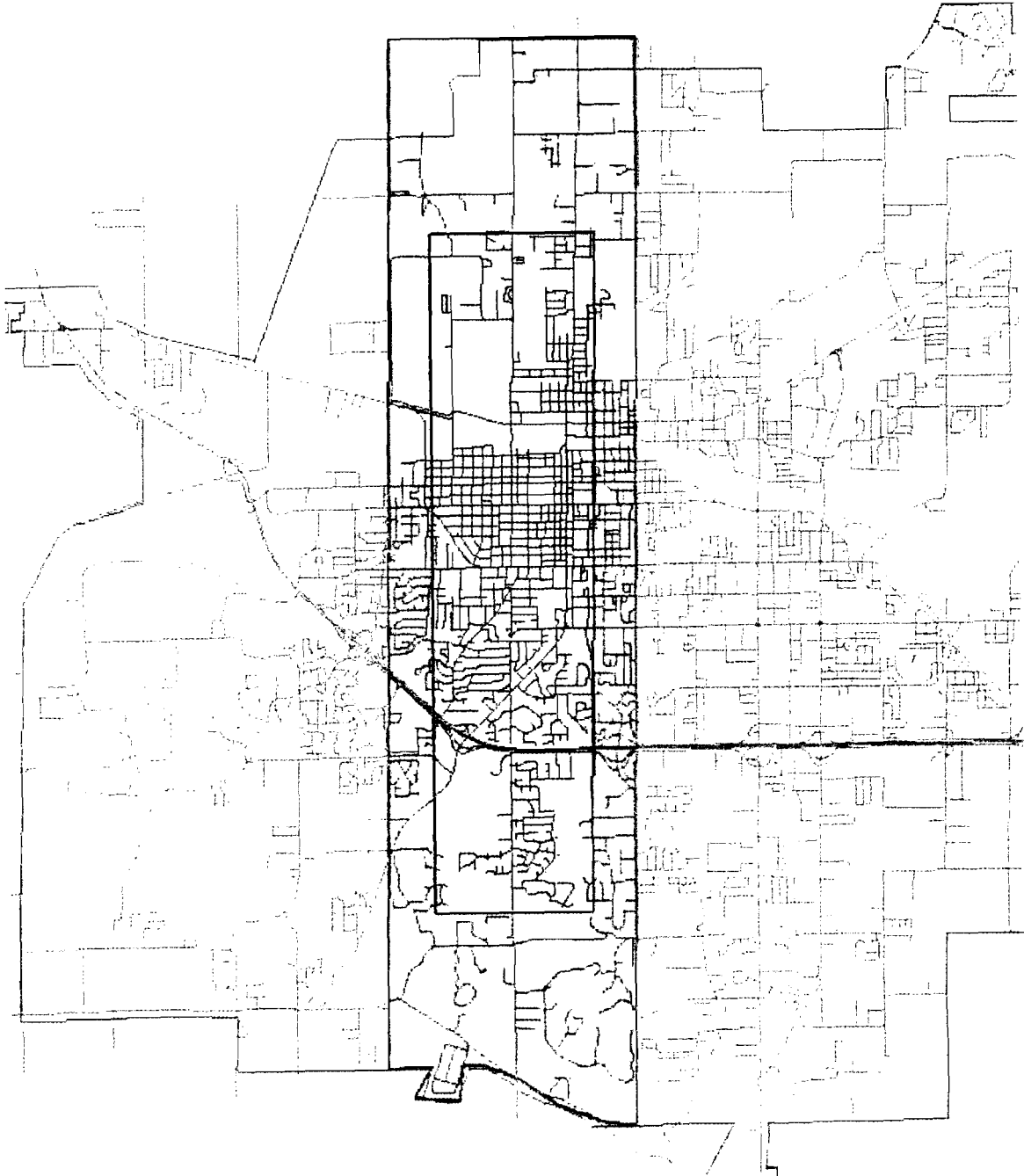
Burditt warrants completion and delivery of the entire project, including field inventory, quality control, data analysis, narrative and graphical presentation of data, draft plan, and final copies within the specified project period.

PROJECT FEES

***Total Project Fees*.....\$ 20,000.00**

All necessary expenses have been accounted for within the project fees. Invoices will be forwarded monthly and at completion based upon the percentage of work completed. Client shall agree to make payment of invoices within 30 days following receipt of invoice and approval by Project Officer. If work is found to be insufficient at any phase of the project, Client shall immediately notify *Burditt* in writing and describe what items are insufficient and describe what actions are requested for compliance.

EXHIBIT "A"
SCOPE OF WORK



OFFICE OF
BEVERLY B. KAUFMAN
COUNTY CLERK
HARRIS COUNTY, TEXAS

07/17/03 400056947 1007792
Assumed Name \$10.50

This is to acknowledge receipt of certificate of operation under Assumed Name which was filed in my office for BURDITT

under the file number as shown on the cash register validation above, and indexed in the Assumed Name Records as prescribed by law.

The certificate shows

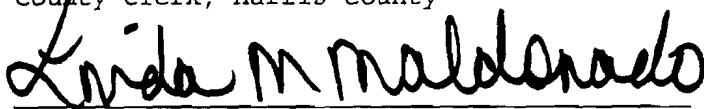
01. BURDITT, CHARLES
02. BURDITT, PAM

to be the owner(s) of said business.

The period (not to exceed 10 years) during which the assumed name will be used is shown as JULY 17, 2003 through JULY 17, 2013.

Whenever there is a change of ownership, a withdrawal certificate shall be executed and duly acknowledged by the person or persons so withdrawing from or disposing of their interest in said business. Until such certificate has been filed, they shall remain liable for all debts incurred in the operation of said business.

Beverly B. Kaufman
County Clerk, Harris County



LINDA M. MALDONADO

Deputy

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Please print or type	Name (If a joint account or you changed your name, see Specific Instructions on page 2.) Charles Burditt d/b/a	
	Business name, if different from above. (See Specific Instructions on page 2.) Burditt	
	Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
	Address (number, street, and apt. or suite no.) 2040 W. Loop 336, Commonwealth Centre, Ste. 318	
	City, state, and ZIP code Conroe, TX 77304	
	Requester's name and address (optional)	
	List account number(s) here (optional)	
Part I	Taxpayer Identification Number (TIN)	
	Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN on page 2. <i>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</i>	
	Social security number	OR
	Employer identification number	
	76-0452483	
	Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)	
Part III	Certification	

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions. — You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature	Date 10/25/04
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Purpose of Form. — A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding? — Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to

backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or
- You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

Penalties

Failure To Furnish TIN. — If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding. — If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information. — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. — If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.