



RESOLUTION NO. 20121023-01

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT
WITH RIDGEWOOD FORESTRY FOR REFORESTATION**

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center Board of Directors adopted a Forestry Management Plan (Resolution #20120327-03); and

WHEREAS, the Forestry Management Plan specifies certain areas for reforestation; and

WHEREAS, TexAmericas Center contracted forestry consultant, Kingwood Forestry, has facilitated a competitive bidding process for reforestation on certain parcels of land specified in the forest management plan and produced a low bidder, Ridgewood Forestry, not to exceed \$28,000; and

WHEREAS, Ridgewood Forestry has submitted a satisfactory proposal in the amount not to exceed **\$28,000.00**, has met all TexAmericas Center requirements to be qualified to do work; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to award a contract to Ridgewood Forestry for the services provided for as specified, per attached agreement.

PASSED and APPROVED this 23rd day of October, 2013



Denis Washington, Chairman of the Board

ATTEST:



Wayne Cranfill, Secretary Treasurer

Attached: Tree Planting Contract

TREE PLANTING CONTRACT

THIS AGREEMENT, made this the 23rd day of October, 2012, by and between TexAmericas Center hereinafter referred to as **OWNER**; and Ridgewood Forestry, hereinafter referred to as **CONTRACTOR**, and shall become effective 11-8-12, 2012 and shall terminate March 31, 2013.

WITNESSETH

WHEREAS, the undersigned **OWNER** owns the lands in fee simple as depicted on the attached map and desires that said acreage be planted with loblolly seedlings, and,

WHEREAS, **CONTRACTOR** represents that it is engaged in the business of tree planting as an independent occupation and has, owns and operates the tools, equipment and conveyances necessary to carry on such business.

NOW, THEREFORE, in consideration of the promises and mutual obligations herein contained, it is agreed by and between the parties hereto as follows:

1. **CONTRACTOR** agrees to plant 360 acres of improved loblolly pine seedlings at an average spacing of 6' X 12'. **CONTRACTOR** guarantees that planting will meet acceptable standards. Planting stock will be supplied by **CONTRACTOR** and is responsible for purchase and pick up of seedlings from the nursery and is responsible for properly refrigerated storage until trees are to be planted.

2. **OWNER** agrees to a fee not to exceed \$28,000.00, and the **CONTRACTOR** agrees to accept that amount as payment in full for the purchase of the seedlings, pickup of seedlings, proper storage, and planting described in this contract. **OWNER** further agrees to pay the amount due within thirty (30) days of receipt of an invoice contingent upon planting being done to acceptable standards. **OWNER** agrees to accept full responsibility for payment of the total contract price.

3. **CONTRACTOR** agrees that in the performance of this contract, it will comply with the U. S. Department of Labor regulations, and all the laws of the State of Texas, and **CONTRACTOR** agrees to pay, prior to delinquency, all Social Security, Unemployment, and similar taxes as are or may be imposed and to indemnify and protect **OWNER** from all claims and liability on account thereof.

4. It is the intention, purpose and object of this contract to make the **CONTRACTOR** a strictly independent **CONTRACTOR** and the foregoing terms are the sole and only terms of this agreement and may not be modified in any manner except through a written and signed contract amendment.

5. Accurate maps shall be provided to **CONTRACTOR** by **OWNER** or his representative.

6. **OWNER** warrants that he owns said land in fee simple and agrees to hold **CONTRACTOR** harmless from claims of any other persons, corporations, or entities claiming an interest therein and to indemnify **CONTRACTOR** against any such claims.

7. This agreement shall be binding upon and insure to the benefit of the respective heirs, successors, assigns, and personal and legal representatives of the parties hereto.

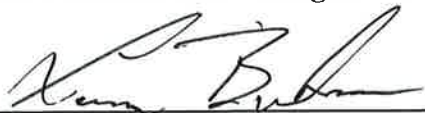
8. The acres listed in this contract are considered to be the actual acres to be planted and are not changeable except by mutual agreement.

THEREFORE, the parties hereto have caused these presents to be executed in duplicate the day and year first above written.

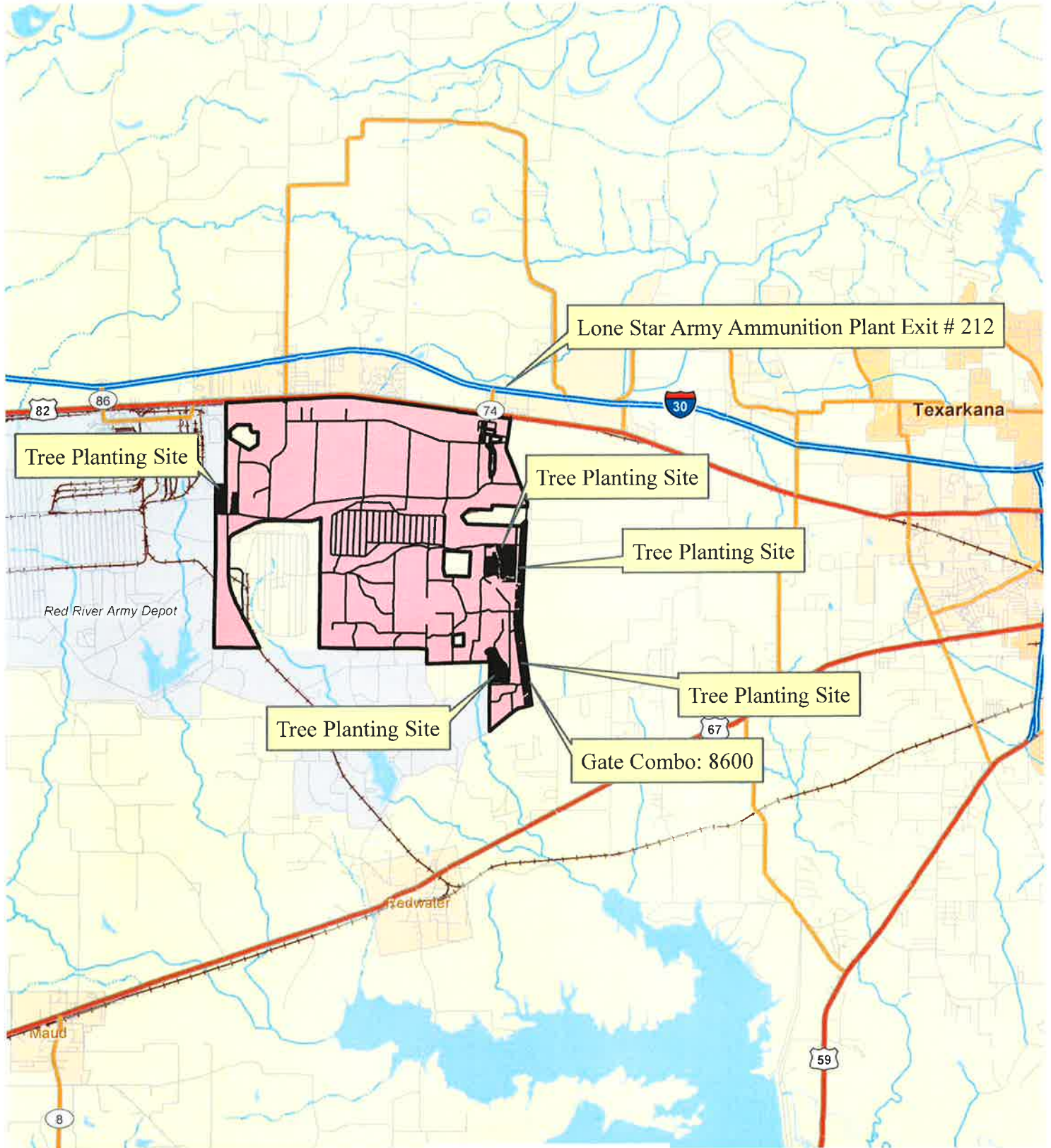
OWNER: TexAmericas Center


By: William V. Cork, Executive Director/CEO

CONTRACTOR: Ridgewood Forestry


By: Larry Brashears

TexAmericas Center
TAC-E Tract
Location Map
2012 Tree Planting
Bowie County, Texas



Reforestation Bid Summary

Prospectus for reforestation of 360 acres on TAC-E was sent to 6 forestry companies (Ridgewood Forestry, Gary Hess Contracting, Inc., Kessler Farm Services, Bob McHenry, Kerry Stanley Forestry LLC and Stan Sweeney LLC) with 2 of the 6 (Ridgewood Forestry and Gary Hess Contracting, Inc.) submitting a bid. Ridgewood Forestry provided a low bid, in the amount not to exceed \$28,000 for reforestation of 360 acres on TAC-E. This amount includes the 219,000 pine seedlings that will be planted as well as delivery and cold storage of those seedlings. The difference in the bids is \$6,849. By awarding this contract to Ridgewood Forestry, we will be \$6,200 under budget for the project.