

Ozzie Cobb PFA Timber Lease Bidding Procedures

This lease is on approximately 270 acres of the Ozzie Cobb PFA in Pushmataha County, Ok for one year. The attached contract will serve as both the bid document and the binding contract if you are the winning bidder. Please read it carefully before submitting a bid as the conditions and allowable work dates are non-negotiable. All bids must be signed. All bids must be in an envelope with the opening date **June 2, 2026** and **Ozzie Timber sale** marked on the front.

Note: Improperly marked envelopes may be rejected.

Note: Mailed bids must be received at the ODWC Headquarters Office by 11:00am June 2, 2026.

All mailed bids must be mailed to:

**Oklahoma Department of Wildlife Conservation
ATTN Ozzie Lease Bid Opening
P.O. Box 53465
Oklahoma City 73152.**

Interested parties are invited to view the property and ask questions **May 12th, from 10:00am to 3:00pm at the Ozzie Cobb Boat Ramp.**

For additional information, contact the ODWC representative, **David Bogner 918-686-3640.** ODWC reserves the right to reject any or all bids.

Timber Sale Contract

This contract is made by and between the Oklahoma Department of Wildlife Conservation, an agency of the state of Oklahoma ("seller") with a mailing address of P.O. Box 53465, Oklahoma City, Ok 73152; and _____, a (individual, company, corporation or partnership ("purchaser")), with a mailing address of _____.

Witnesseth:

Whereas, PURSUANT TO Seller's invitation to bid, Purchaser was the successful bidder and desires to Purchase from Seller, subject to and in accordance with the terms and conditions set forth herein, the timber and forest products specified below, located on a certain tract of land owner by Seller located in Pushmataha County, State of Oklahoma, Consisting of Approximately 273 acres, more or less, as particularly described below ("Property") and as designated on the map of the Property attached hereto and made apart hereof as Exhibit "A."

General description of the property:

Timber Sale #1: (tract 1)- 273 acres of Ozzie Cobb Lake Public Fishing area. This includes the following tracts:

-SW4 SW4 NW4 of section 36, T3S, R18E;

-SE4 SW4; E2 E2 SW4 SW4; SE4 SE4 NW4 SW4; S2 S2 NE4 SW4; NE4 SE4 NE4 SW4; SE4 NE4 NE4 SW4 OF SECTION 35, T3S, R18E Pushmataha county;

-the north 19.68 acres of lot 3; the 25 east 5.11 acres of NE4 of lot 4 of section 2, T4S, R18E Pushmataha county;

-A tract of land in the NE4 described as follows: beginning at the northwest corner of said NE4, thence south along the west line of said NE4 a distance of 550.33 feet, thence north 51 degrees 41'35" east for a distance of 941.63 feet, thence south 87 degrees 24'54" west along the north line of said section for a distance of 739.65 feet to the point of beginning, all of section 2, T4S, R18E Pushmataha county;

-W2 SE4; W2 E2 SE4; NE4 NE4 SE4 of section 35, T3S R18E Pushmataha county;

-S2 S2 SW4 NE4; SE4 NE4 of section 35, T3S, R18E Pushmataha county.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

I. Timber Sale and Payment Conditions:

Purchaser shall purchase forest products at the rate per ton set forth below.

1. The timber was bid and is hereby purchased by Purchaser and sold by Seller at \$_____/ton for pine saw timber on Property. Pine stems that are greater than or

equal to 12" at the butt, measured inside the bark, that will cut at least 16' long to a 6" top or end grade. Quality and grade may be determined by the mill.

\$_____/ton for pine/fiber timber on the Property.

Pine Stems that are less than 12" diameter at the butt, measured inside the bark, that will be cut at least 16' long to a 3" top or end grade and/or are not suitable for saw timber according to current market.

\$_____/ton for hardwood pulp/fiber timber on the Property. Hardwood stems that will cut at least 16' long to a 3" top.

2. Purchaser shall make payment to Seller sent to the mailing address of its Area Biologist, Currently c/o David Bogner, 6733 SW Highway 1, Wilburton, OK 74578, on a weekly basis no later than the Tuesday following the prior week, at the aforementioned rates per ton for the timber and forest products. In addition Purchaser shall furnish Seller with a revenue report in an Excel spreadsheet format per instructions from Seller's Area Supervisor, along with a copy of all weight tickets which are from certified scales attached to a product ticket furnished by seller for each load. Records of each load including the date and total board feet removed from the PFA will be kept up to date by the Purchaser and sent monthly to area biologist within 10 days of the end of the month. Seller may also be present and have access to records as requested. In the event Purchaser fails to make payment within five (5) days of the payment due date, Purchaser shall pay a late payment charge of five percent (5%) of the amount due. For each calendar month or fraction thereof that the amount remains unpaid, Purchaser shall pay Seller interest at the rate of five percent (5%) per annum until paid in full. In the event Purchaser attempts to pay Seller by check, draft or any similar instrument and the instrument is returned or refused by the bank or other financial institution as insufficient or non-negotiable for any reason, purchaser shall be assessed and must pay Seller, per each returned instrument, Purchaser's current returned instrument fee. If the required amount owed by Purchaser has not been paid as required herein, Purchaser shall pay all of Seller's costs and expenses of collection, including reasonable attorney fees, regardless of whether suit is filed.
3. The bid requirements as stated on the Invitation to Bid are hereby incorporated into this Contract by reference and in the event of any conflict between such requirements and this Contract, This Contract shall control.

4. Purchaser shall furnish Seller with the following written documentation in connection with this Contract, all from bona fide insurance carriers authorized to do business in Oklahoma:
 - a. Workman's Compensation Insurance;
 - b. Liability insurance verification with a minimum policy limit of \$1,000,000.00 per occurrence; and
 - c. Performance bond in the amount of \$50,000.00, in a form acceptable to Seller to assure full, complete and timely performance of this Contract by Purchaser.

5. Purchaser shall cut and remove all timber designated herein from the Property, as much as is practical due to steep terrain, within the prescribed period of **August 1, 2026-June 30, 2027**. Timber cutting and removal shall be conducted by Purchaser in the manner described herein.

In tract #1 of Property, Purchaser shall conduct a general thinning of trees to approximately **40 to 60 basal area** on the following basis: The spatial arrangement to be 25 feet X 25 feet where practical leaving a mix of hardwood and pine. Leave the better quality mast producing hardwoods ranging in sizes of 8 inches DBH or larger and leave the better quality Shortleaf Pine in the 10 inch to 16 inch DBH size class or larger with the best confirmation and best crowns.

The number of stems remaining in each tract will range from between **40 to 70 stems** per acre. Prevent and Damage to the remaining trees within the tract. Leave one den tree per acre if they exist and remove the dead snags if there is a market for them. Leave a buffer zone of two chains width from the stream banks on primary streams and a buffer zone of one chain width on each side of secondary drainages. All trees harvested will be de limbed and the limbs and/or slash will be returned to the interior of the tract. All tops will be de-limbed so the slash can be distributed back into the tract and kept low to the ground such that the prescribed burning regime will expedite the release of these nutrients back into the soil. Deposit the logging slash away from the base of the remaining trees and outside of the drip line. Remove all trees (stems) along the perimeter (one Chain width) that makes up the boundary of the tract where practical except where the buffer zones occur.

6. The performance bond in the Seller's favor shall be retained by the Seller to assure full and complete performance of the Contract by the Purchaser to the Seller's satisfaction. Failure to maintain the bond shall be considered a breach of the Contract and subject the Purchaser to liability for damages. The Purchaser agrees that the bond shall be

forfeited to the Seller as liquidated damages upon the Seller's determination that a condition or term of this Contract has been breached by Purchaser, unless the Seller chooses and can reasonably determine the actual damages suffered as a result of the breach of the Contract. Payment of any damages assessed under this Contract is the responsibility of the Purchaser and may be deducted from this performance bond and otherwise collected by the Seller.

Purchaser agrees that the performance bond may be retained by the Seller until all performance under this Contract has been completed to the Seller's satisfaction and the Seller determines the performance has been so completed. If the Seller determines the performance has not been completed satisfactorily and in conformance with this Contract, the performance bond may be retained by the Seller until the Seller can determine damages caused by lack of performance. The Performance Bond shall remain in force until the Purchaser provides written acknowledgement from Seller that such performance has been completed as required under this Contract.

7. If Purchaser fails to make the repairs as required in Section 6, paragraph 3 hereof, damages shall be paid by Purchaser as assessed by Seller based upon actual cost of restoration of roads, fences, signs, gates, structures and other area improvements damaged by Purchaser. Any damage should be reported to Area Biologist within 48 hours. Funds to cover cost of restoration of damage will be withheld from performance bond if Purchaser fails to comply with said restoration.
8. Stumpage cut or damaged outside of designation tracts may at Seller's sole discretion void this Contract and result in a forfeiture of the performance bond.

Failure to properly and timely cut and remove all timber described herein may also void this Contract and cause forfeiture of the performance bond.

9. Purchaser shall cut timber only during the following period of time each year of this Contract: August 1st through May 14th. Trees may not be cut, or harvested between May 15th and July 31 of each year. Purchaser will post signage that equipment and site where work is actively occurring are off limits to the public and notify area biologist of the same. Best Management Practices for logging operations should be studied and applied to prevent erosion and damages to property. Logging operations shall be conducted in accordance with generally accepted industry standards to minimize erosion and prevent damage to property. Please refer to the 2016 Oklahoma's Best Management Practices for Water Quality.

10. Purchaser shall cease all timber harvesting operations when requested by the Area Supervisor, or Biologist, or Technician due to inclement weather or other adverse factors determined by Seller. Upon written request an extension of the completion date of this Contract may be granted in writing by the Seller for any lost time due to the above reasons on a day per day basis.
11. Purchaser shall designate a local representative to act on Purchaser's behalf on matters concerning this Contract including damages and suspension of timber operations.
12. All workers involved in the logging operations must use leather gloves, leather boots, chaps, safety glasses, and hard hat while operating or working near a chain saw. All equipment used in hauling and loading shall be equipped with a fire extinguisher and proper Roll over Protection Structure.
13. Cleat marks from equipment are acceptable but no rutting from equipment will be permitted, because of the probability of increased soil erosion.
14. Purchaser acknowledges that the Property is located on a Public Fishing Area maintained and managed by Seller for wildlife conservation and which is generally open to the public for recreation, including hunting and fishing. Therefore, Purchaser shall cooperate with Seller to help minimize and disruption of such management and use by Seller and the public.
15. Purchaser shall comply with any and all applicable laws, rules and regulations pertaining to the commercial logging operation conducted by Purchaser on the Property. Furthermore, Purchaser shall execute a Non-Collusion Affidavit, in a form satisfactory to Seller, if Seller so requires such affidavit.

II. The Purchaser further agrees to strictly abide by the following conditions in cutting and removing the timber :

1. To waive all claim to the above-described trees unless they are cut and removed before expiration of the appropriate year-month period plus authorized extension days, if any.

2. To use best efforts to prevent and suppress forest fires on or threatening the Property.
3. To repair within thirty (30) days of notification by Seller, all damage caused by logging, to fence, trails, roads, signs, gates, structures, or other improvements damaged beyond ordinary wear and tear.
4. To provide a dozer (D-7 or equivalent) and operator for road maintenance and construction, to prepare decking areas for reseeding, to prepare water bars on any new roads, to construct earthen berms for road closures, and to provide fire suppression as instructed by Seller's Area Supervisor. To provide grader and operator to blade all (existing and new) roads used in logging operation by pulling the ditches, working the road crowns and cleaning of lead off ditches for adequate drainage during the months of July and September. To maintain all existing roads used in a good and passable condition for all motor vehicles. To leave all existing roads in usable condition for all motor vehicles when said road is no longer used in logging operation.
5. To remove all trash associated with the logging operation daily, and properly dispose of off of the Property, and to report any dumping of trash to Area Supervisor, and Game Warden immediately.
6. To refrain from making log roads leading to cut area down or along the bank of any stream or creek.
7. To inform all persons involved in logging/cutting operations that no dogs will be allowed on the Property or Public Fishing Area, nor shall any person involved in such operation hunt, kill or molest any form of wildlife in any manner.
8. To coordinate with Seller's Area Supervisor or Biologist about any new roads or decking areas to be constructed and to close these new roads (by gates or earthen berms) and reclaim the new roads and decking areas by re-vegetation per the Area Supervisor's or biologist's instructions.
9. It is desired that Purchaser provide Seller with Maps in GIS format of each tract of the Property within thirty (30) days after the completion of this Contract for said tract.

10. Seller will mark trees that are not to be cut and removed with spray paint. These trees must not be cut, damaged, or otherwise harmed in anyway that would cause their demise.
11. When working on any tract that is contained by a boundary fence: Purchaser and/or employees shall keep gates closed at all times to prevent the encroachment of trespass livestock. If it is determined that encroachment of trespass livestock was the result of gates being left open by Purchaser and/or employees; it will be the responsibility of Purchaser to remove the trespass livestock. If any boundary fence is damaged as a result of timber operation, then boundary fence will be repaired immediately by purchaser to prevent the encroachment of trespass livestock adjacent to the PFA.

III. Miscellaneous Provisions:

1. All timber included in this Contract shall remain the property of the Seller and shall not be removed by Purchaser until the appropriate performance bond is posted and proper documentation of Workman's Compensation and Liability insurance verification is provided as required herein and this Contract is signed by both parties.
2. BUYER HEREBY INDEMNIFIES AND SHALL HOLD SELLER HARMLESS FROM ALL CLAIMS OF INJURY OR DAMAGE TO ANY PERSON OR PROPERTY RESULTING FROM ANY ACTION (OR FAILURE TO ACT) BY PURCHASER IN CONDUCTING ITS ACTIVITIES OR OPERATIONS UNDER THIS CONTRACT ON THE PROPERTY.
3. This Contract, including any rights granted herein, may not be assigned or transferred in any manner by Purchaser without the prior written consent of Seller.
4. This Contract constitutes the entire agreement between the parties and there are no agreements of understanding between the parties other than those set forth herein and this Contract may not be modified or amended except in writing signed by both parties hereto.
5. All notices and request required under the terms of this contract shall be in writing and shall be sent by mail to each party at their respective address noted above or by hand delivery to the appropriate representative of each party.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the ____ day of _____, 20____.

Purchaser:

BY: _____

SELLER:

BY: _____

Oklahoma Dept. of Wildlife Conservation

Bidder Must complete Below:

Bidder Name: _____

Address: _____

Phone: () _____

Email: _____

Exhibit A, MAP:

