

CONTRACT DESCRIPTION

PFA: **Nanah Waiya PFA**

Location: (Map attached) On the Nanah Waiya PFA located off highway 271, 1.5 miles Northwest of Tuskahoma, Oklahoma.

All bids must be signed and in an envelope with the opening date of **July 2, 2026** and **Nanah Waiya PFA** marked on the front. **Note:** Improperly marked envelopes may be rejected. 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. ODWC reserves the right to reject any or all bids.

All bids must be mailed to: **Oklahoma Department of Wildlife Conservation ATTN: Nanah Waiya Timber Sale 6733 SW Highway 1, Wilburton, OK 74578. Note: Mailed bids must be received at the Higgins Office by 11:00am July 2, 2026.** For additional information contact the ODWC representative, **David Bogner at (918)686-3640.**

**NOTICE OF STANDING CEDAR LOG SALE BY
SEALED BIDS TO BE OPENED AT
11:00 A.M., July 2, 2026**

The Commission of the Oklahoma Department of Wildlife Conservation (“ODWC” or “Seller”), State of Oklahoma, invites sealed bids for a standing cedar log contract upon the following terms covering the tract(s) of land hereinafter described.

Terms of Lease: Nanah Waiya Public Fishing Area (PFA) for a 1 year period. The tracts of property involved are shown on attached map of PFA (“the Property”). The contract will expire on June 30, 2027.

Bids shall be for cash and other considerations. All bids will be for standing cedar logs within the boundaries of the contract as indicated on the attached map.

General Description of the Property:

The tract(s) will be designated inside the PFA boundary as identified on the attached map. Cedar groves are scattered throughout these tract(s) in various locations, of various size and quality. It is up to the Purchaser to locate, with Biologist’s approval and assistance, areas for cedar removal.

I. Timber Sale and Payment Conditions:

1. The cedar timber contract will be awarded to the highest responsible bidder by individual tracts. Purchaser will pay for the cedar logs by the price per ton or piece. Bidder can only bid for one method per length category.
2. Purchaser shall make payments to Seller by sending payment to the attention of: ODWC Area Biologist, David Bogner, 6733 SW HW 1, Wilburton, OK 74578, on a monthly basis within 30 days of the end of the month, at the aforementioned rates for the timber and forest products. In addition Purchaser shall furnish Seller with a monthly revenue report in a spreadsheet format provided or approved by Seller's Area Biologist.
3. Purchaser shall cut and remove cedar logs designated herein from the Property on assigned tracts, within the prescribed period of August 1 through May 14 annually. This Contract shall expire on June 30, 2027. Either party can terminate contract early through certified mail with Return Receipt. Purchase must make final payment of all timber harvested within 30 days of return receipt date.

4. Cedar logs will be recorded, by trailer 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 3 weeks of the end of the month. Seller may also be present and have access to records as requested.
- 5.
6. Purchaser shall follow the Area Biologist's directives on where logs will be cut at all times. Special requirements on location of logging are required during the period of April 1 through May 14th, and August 1- November 15.
7. Purchaser shall repair any damages to ODWC gates, fences, and facilities resulting from his/her operations. If Purchaser fails to make the repairs as required, Purchaser shall pay Seller for the actual amount of money required to repair damages, as well as any additional costs incurred to recover payment.
8. Purchaser shall not leave limbs, tops, or debris blocking roads, on fences, on natural gas well locations, or natural gas pipeline right-of-ways. Tops and limbs will be pushed out of open fields and stacked when feasible, for future burning by the Area Biologist.
9. Cedar will only be harvested in locations authorized by the Area Biologist. Distance from roads, potential dangers, erosion potential, and general suitability of harvest locations will be used to determine locations of harvest.
10. Purchaser shall cease all cedar harvesting operations when requested by the Area Biologist (e.g., during extremely wet periods or extremely high fire danger conditions).
11. 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.
12. 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 any disruption of such management and use by Seller and the public.
13. Purchaser agrees to provide the Area Biologist, from time to time as agreed between purchaser and biologist, with a map or marked description identifying the areas where Purchaser has completed tree clearing and from which trees have been removed. Such mapping shall serve to confirm that Purchaser has no further interest in the remaining standing trees located in that area and allows ODWC to remove any remaining trees.

14. ODWC reserves the right to clear trees to facilitate access to spillway and repair said spillway. ODWC will provide as much notice to awardee of any pending repair work but can make no guarantees regarding minimum number of days for notice.
15. 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.
- 16.

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

1. To waive all claim to the above-described trees unless they are cut and removed before expiration of the appropriate allowed contract period.
2. To use best efforts to prevent and suppress forest fires on the Property.
3. To repair within thirty (30) days of notification by Seller, all damages caused by cedar harvest, to fence, signs, gates, structures, or other improvements, damaged beyond ordinary wear and tear. Any damage should be reported to Area Biologist within 48 hours.
4. 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. Streams, drainages etc may be crossed and temporary roads used for extraction of timber with biologist approval.
5. To remove all trash associated with the project daily, and properly dispose of off the Property. 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.

III. Miscellaneous Provisions:

1. 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.

2. 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.

3. This Contract constitutes the entire agreement between the parties and there are no agreements or 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.

NOTE: TO BE FILLED IN BY BIDDER

Bid (\$)/Board Foot for cedar saw logs

\$ _____ /ton less than 8 feet in length \$ _____ /piece

\$ _____ /ton less than 16 but greater than 8 feet in length \$ _____ /piece

\$ _____ /ton greater than 16 feet in length \$ _____ /piece

Bidder Name

Bidder Signature

Date

ODWC Signature

Date

Map

