

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 3/13/2002

Contract/Lease Control #: C02-0683-PW25-56

Bid #: N/A Contract/Lease Type: AGREEMENT

Award To/Lessee: FLORIDA DIVISION OF FORESTRY

Lessor: \_\_\_\_\_

Effective Date: 3/4/2002 \$0

Term: EXPIRES 3/3/2027

Description of Contract/Lease: 10 ACRES BLACKWATER RIVER LAND FOR SINGLE LANE BOAT RAMP

Department Manager: PUBLIC WORKS

Department Monitor: J. PUCKETT

Monitor's Telephone #: 689-5772

Monitor's FAX #: 689-5715

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

**Memorandum of Agreement**

**Florida Department of Agriculture and Consumer Services  
Division of Forestry  
Blackwater River State Forest**

and the

**Okaloosa County Board of Commissioners**

THIS AGREEMENT is between the Florida Department of Agriculture and Consumer Services, Division of Forestry, 11650 Munson Highway, Milton, Florida 32570, which for the purposes of this document will be known as "**Forestry**", and the Okaloosa County Board of County Commissioners, 101 East James Lee Boulevard, Crestview, Florida, 32536 which will be known as the "**County**". The purpose of this agreement is to authorize the County to rebuild and maintain the boat ramp, parking facility, and the recreation area associated with the boat ramp for a period of 25 years.

This site is located on the east side of the Blackwater River and north of Bryant Bridge Road at the Bryant Bridge. This site comprises approximately 10 acres of which approximately ½ acre is developed with a parking area and boat ramp. The legal description of this property is the NW 1/4 of the SW 1/4 of the NW 1/4 of Section 31, Township 3 North, Range 25 West, located on the Blackwater River State Forest in Okaloosa County Florida.

In consideration of mutual promises, both Forestry and the County agree as follows.

1. Duties of the County
  1. At the project site the County agrees to provide funds to construct and maintain a single lane boat ramp.
  2. The County agrees to perform all maintenance to the boat ramp, parking area and associated recreation facility in accordance with all applicable health and safety standards and to keep it in good repair to prevent undue deterioration and provide for safe public use.
  3. The County agrees to provide Law Enforcement Services as are usual and customary in order to allow the safe and orderly public utilization of the Project site.

4. The County agrees to furnish Forestry with a written construction and maintenance plan and to get prior approval from Forestry before performing any maintenance or construction not specified by that plan.
5. The County agrees to obtain any permits if required.

## II Duties of Forestry:

1. Forestry agrees to dedicate the entire parcel of real property referenced above for public use during the term of this Agreement, as a recreational and boating area available to the general public for recreational purposes.
2. Forestry agrees to notify the County when Forestry activities will be conducted on or around the project site (ex. Control burning).
3. During the term of this Agreement, Forestry shall not, for any reason, convert all or any of the Project Site or Project Facilities to other purposes.
4. Forestry agrees that no fees shall be charged for use of the recreational facility, unless agreed to in writing by the County.
5. Forestry agrees not to restrict access hours for boat launching at this facility, unless situations warrant such restrictions and are agreed to in writing by the County.

## III. MUTUAL AND ADDITIONAL COVENANTS:

1. Forestry and the County agree that each furnishes a contact person, who shall be responsible for coordination and resolution of problems arising from this Agreement. Initial contact personnel shall be:

The Forestry contact person shall be the Forestry Maintenance Administrator, Blackwater Forestry Center, 11650 Munson Hwy., Milton, Florida 32570, Telephone 850-957-6140.

The County contact person shall be James Puckett, Okaloosa County Engineering Department, 1759 South Ferdon Boulevard, Crestview, Florida 32536, Telephone 850-689-5772.

Any change in the contact persons from either department need to be forwarded to the addresses listed above.

2. **SITE CONTROLS AND ACCESS:** Forestry and the County shall have the right of access to the Project Site, to inspect the site and associated facilities and to

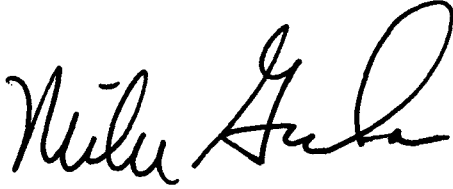
perform any duties required. The County agrees to post as its own expense, signs at the Project Site identifying same as a Florida Boating Improvement Site, and the parties cooperating in providing the boating access facilities. These signs will be posted according to Florida Boating Improvement and County specifications.

3. **EFFECTIVE DATE/TERM OF AGREEMENT:** This agreement is effective upon execution and shall remain in effect for a **period of (25) years** from the date of this document. This agreement may be extended upon written request presented to Forestry a minimum of (60) days prior to termination of original agreement. The County, upon giving sixty (60) days written notice to Forestry, may terminate this agreement. In the event of termination, the obligations of the parties shall cease and the facilities shall revert to the exclusive control of Forestry.
4. **OTHER AGREEMENTS:** This Agreement contains the complete Agreement between Forestry and the County relating to this project site.
5. **MODIFICATION OF COOPERATION AGREEMENT:**
  - 1) The parties may mutually agree at any time by written instrument to make changes within the general scope of this Cooperator Agreement.
  - 2) No waiver or modification of this Cooperator Agreement or of any conditions, or limitation shall be valid unless in writing and lawfully executed by both Forestry and the County.
6. Funds for the maintenance of this site will be included in the Okaloosa County Annual budget.
7. **OWNERSHIP OF IMPROVEMENTS:** The ownership and title of all improvements provided under this agreement will become property of Forestry upon termination of this agreement.
8. The COUNTY and FORESTRY hereto agree that each party shall be solely responsible for the negligent or wrongful acts of its employees and agents during the course of normal working conditions. However, nothing contained herein shall be construed as an indemnity or constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

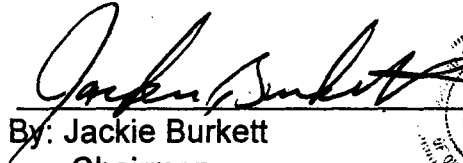
Signed by parties to this agreement:

State of Florida  
Department of Agriculture and Consumer Services  
Division of Forestry  
Blackwater Forestry Center

Okaloosa County Board  
of County Commissioners



By: Mike Gresham, Director  
Blackwater Forestry Center



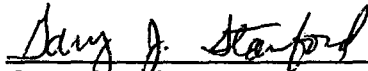
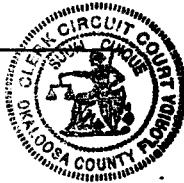
By: Jackie Burkett  
Chairman

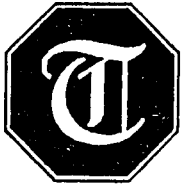


Date: March 4, 2002

Date: February 19, 2002

Attested:

  
Gary Stanford  
Deputy Clerk of Courts



# Randall G. Tedder Construction, Inc.

General Contracting • Marine Contracting

License No. RG0039542

Authorized Agent for  
Tedder Boat Ramp  
Systems®

Office 352/245-8559  
Fax 352/245-8559  
Press Start.

Statewide  
1-888-245-8559  
www.tedderboatramps.com

## RANDALL G. TEDDER CONSTRUCTION, INC. BOAT RAMP INSTALLATION CONTRACT

**THIS AGREEMENT** is made between **OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS** of 1804 Lewis Turner Blvd., Ste 100, Fort Walton Beach, Florida 32547, hereinafter referred to as "OWNER" and **RANDALL G. TEDDER CONSTRUCTION, INC.** of P.O. Box 1461, Ocala, Florida 34478-1461, hereinafter referred to as "TEDDER", as follows:

### SECTION I - DESCRIPTION OF WORK

TEDDER shall construct at the OWNER'S designated site a pre-stress concrete boat ramp, in accordance with Tedder's copyright and trademark boat ramp system and standard installation procedures for the Tedder Boat Ramp System. The proposed boat ramp shall be installed at the following location:

**BRYANT BRIDGE BOAT RAMP (BLACKWATER RIVER), OKALOOSA COUNTY, FLORIDA**

the boat ramp shall be of the following dimensions as provided by Owner's consulting engineer:

**One (1) 16'x 50' pre-stress Tedder Boat Ramp System with poured in place approach way and standard non-slip rake finish**

### SECTION II - CONTRACT SUM

The OWNER agrees to pay TEDDER for the work described above the total payment or contract sum of **Thirty Thousand Dollars (\$30,000.00)**. Payment of this amount shall be subject to additions or deletions in accordance with Section VIII. Payment of the total contract sum or agreed total payment is to be made in the following installments. A contract must be signed by both parties prior to any services being provided or any special materials ordered by TEDDER. Payments and/or Draws shall be made as follows:

**100% - \$30,000.00 within twenty (20) calendar days after completion of TEDDER's portion of the work.**

**TOTAL CONTRACT SUM IS: \$30,000.00**

Turn Key, Ready For Use contract price reflects standard installation procedures. Soil materials that may not be visible during inspection and must be removed such as rock or large buried concrete materials, are not part of this contract price and will be priced accordingly for removal.

**\*\* Any sealed engineering drawing required in addition to pre-stress boat ramp drawings or plans furnished by Tedder will be provided at the Owner's expense. Contract Price includes only boat ramp and approach way installation, any additions will be an added cost to the contract amount.**

*Licensed • Insured*

Post Office Box 1461 • Ocala, Florida 34478

**NOTE: A 10% retainage shall not apply or be withheld from any payments due to Tedder for Tedder's portion of the contracted work.**

**FINAL PAYMENT** shall be made in accordance with Section II for payment schedule. Failure to remit payment within the time specified will result in a 1.5% penalty charge on the balance of the amount due on a monthly basis or fraction thereof until full payment has been made.

**SECTION III - STARTING AND COMPLETION DATES**

OWNER shall provide TEDDER with written authorization prior to commencement of manufacturing of special order materials.

Construction under this contract shall begin on \_\_\_\_\_, and be completed on \_\_\_\_\_, weather conditions permitting.

**SECTION IV- DUTIES AND RIGHTS OF OWNER**

The OWNER represents that he has full authority to employ TEDDER to install the boat ramp, to designate the location of construction, and to accept notices pursuant to Chapter 173, Florida Statutes, on behalf of all persons who have legal title to the lands on which the boat ramp is to be constructed, to make work changes or modifications to this contract, and to pay all sums due hereunder.

The OWNER further represents and warrants that all permits, licenses, or other authorizations for all persons and governmental agencies having or claiming jurisdiction or ownership over all lands and water bodies upon which construction is to occur have been fully obtained by the OWNER or his designated agent, and that all such permits, authorizations or licenses are current and not in default. The OWNER shall promptly notify TEDDER of any changes in the status of such permits, licenses, or other authorizations and shall hold and save TEDDER harmless from any and all damages or expenses of any manner whatsoever which TEDDER may incur as a result of OWNER'S improper designation of the ramp construction location or his failure to obtain and maintain proper permitting of the construction site.

TEDDER shall construct new boat ramp to County's normal measurements and water depths required by County.

Prior to commencement of construction, the OWNER shall designate the location for the ramp by survey, staking, or such other method as TEDDER may require, and shall furnish TEDDER with such soil boring test results as TEDDER may deem necessary for the project. All underground utilities shall be located in the project area, if applicable. TEDDER shall cooperate with all subcontractors to the effect that their work shall not be impeded by TEDDER'S construction, and OWNER shall provide sufficient access to the work site necessary for heavy equipment to have ingress and egress to perform their contracts or duties. OWNER shall be responsible for any additional costs incurred in the event that good access is not made available. OWNER shall be responsible for the disposal of other excess materials from the job site as per specifications or shall select any of the following by marking the appropriate box.

- (a) TEDDER to dispose of excavated materials at his expense.
- (b) TEDDER to leave excavated materials on job site at OWNER'S request.
- (c) TEDDER to dispose of concrete materials from job site as part of his contract.

**SECTION V - DUTIES AND RIGHTS OF TEDDER**

TEDDER's duties and rights in connection with the project herein described are as follows:

**(a) Responsibilities for and Supervision of Construction**

TEDDER shall be solely responsible for all construction under his contract, including the techniques, sequences, procedures, and means, for coordination of all work. TEDDER shall supervise and direct the work to the best of his ability, and give such work all attention necessary for such proper supervision and direction.

**(b) Discipline and Employment**

TEDDER shall maintain at all times strict discipline among his employees, and TEDDER agrees not to employ for work on the project any person or persons unfit or without sufficient skill to perform the job for which he/she was employed.

**(c) Furnishing Labor, Materials, etc.**

TEDDER shall provide and pay for all labor, materials, and equipment, including construction equipment, machinery, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the contract unless otherwise noted.

TEDDER shall supply Contractor's Affidavit that all labors, materials and services are paid within five (5) days after receipt of Final Payment in full.

**(d) Warranty of Fitness of Equipment and Materials**

TEDDER represents and warrants to the OWNER that all equipment and materials used in the work, and made a part of the structure thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the contract documents, of good quality, free of defects, and in conformity with the contract documents. It is understood between the parties herein that all equipment and materials not so in conformity are defective.

**SECTION VI - INSURANCE**

**(a) Tedder's Liability Insurance**

TEDDER agrees to keep in full force at his own expense during the entire period of Tedder's portion of the project such liability insurance as will protect him from claims under workman's compensation and other employee benefit laws, for bodily injury and death, and for property damage that may arise out of work under this contract, whether directly or indirectly by the contractor, or directly or indirectly by subcontractor. Such insurance shall include contractual liability applicable to TEDDER'S obligations under this contract. Proof of such insurance shall be filed by TEDDER with the OWNER within a reasonable time after execution of this contract. TEDDER'S liability insurance shall insure against claims of third parties for personal injury and/or property damage arising out of this contract, shall be in the amount of at least \$300,000.00 and shall name the OWNER as an additional insured.

**(b) OWNER'S Liability Insurance**

The OWNER agrees to maintain in force OWNER'S own liability insurance during the construction on this project, and reserves the right to purchase such additional insurance as in OWNER'S opinion is necessary to protect OWNER against claims arising out of TEDDER'S operation, without diminishing TEDDER'S



obligation to carry the insurance specified herein on TEDDER'S part be carried.

#### **SECTION VII - WARRANTY**

TEDDER will correct any defects caused by faulty materials, equipment, or workmanship in work supervised by TEDDER or his subcontractor, appearing within five (5) years from the date of issuance of a certificate of substantial completion of a pre-stress concrete boat ramp or within such longer period as may be prescribed by law or as may be provided for by applicable special guarantees excluding acts of God such as windstorms, tornadoes, hurricanes, sinkholes, earthquakes, tidal surges, or current surges. A warranty certificate will be provided to Owner of project when final payment has been made in full for Tedder's portion of the work.

#### **SECTION VIII - WORK CHANGES**

The OWNER reserves the right to order work changes in the nature of additions, deletions or modifications, without invalidating the contract, and agrees to make corresponding adjustments in the contract price and time of termination. All changes will be authorized by a written change order signed by the OWNER. The change order will include conforming changes in the contract amount and termination time.

Work shall be changed, and the contract price and termination time shall be modified only as set forth in the written change order. Any adjustments in the contract sum resulting in a credit or a charge to the OWNER shall be determined by mutual agreement of the parties and by a written documents executed by both the OWNER and TEDDER before commencement of the work involved in the change. Failure to have a signed document does not relieve OWNER of his obligation to pay TEDDER for any additions to the contract amount.

#### **SECTION IX - WORK STOPPAGE OR DELAYS**

OWNER shall be liable to TEDDER for any delays caused by OWNER which results in unexpected costs being incurred by TEDDER for excavation, pre-stress delivery, crane service, labor, and related costs as a consequence of such delay including but not limited to utility line(s) locating that may delay the project.

Work stoppage or delays by OWNER, through no fault of TEDDER which prohibit completion of scheduled work shall cause all contract monies owed to TEDDER for completed work to that point of delay to become due and payable. A five percent (5%) re-mobilization charge will be added above contract costs and will be payable in addition to the balance of contract amount. Any delays that incur additional expense to TEDDER shall be added to the contract amount as an addition such as additional crane time, employee time, or equipment usage or rental.

#### **SECTION X - PROPRIETARY RIGHTS OF TEDDER**

The plans, specifications, and procedures for the construction of the boat ramp constructed by TEDDER, are confidential to TEDDER and all rights are reserved. Such plans, specification, and procedures are proprietary to TEDDER and the disclosure to others or the use of the said technical information in any way without prior written consent of TEDDER is hereby expressly prohibited. With the execution of the contract, the OWNER agrees to insure the confidentiality of such proprietary rights of TEDDER and to take whatever means which may be necessary to prevent use or release of such information by any of the OWNER'S agents, employees or assigns.

In the event that this named project is not constructed or not permitted by the permitting agency having jurisdiction, the plans and specifications shall become the property of TEDDER.

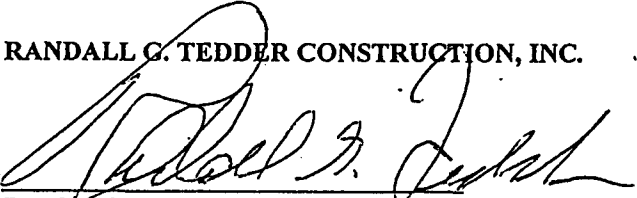
**SECTION XI - ATTORNEY'S FEES**

In any litigation between the parties relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees.

In witness whereof, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**TEDDER**

**RANDALL G. TEDDER CONSTRUCTION, INC.**

By:   
Randall G. Tedder, President

**Witness:**

\_\_\_\_\_

**OWNER**

**BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA.**

By: \_\_\_\_\_  
Chairman

**Witness:**

\_\_\_\_\_

BOATING IMPROVEMENT FUND

2000-2001 ALLOCATION \$88,000.00  
CARRY OVER \$15,000.00

AVAILABLE FY2000-2001

OKALOOSA COUNTY

GULF ISLANDS BOAT RAMP	\$33,000
LONGWOOD PARK(SEAWALL)	\$20,000
NO WAKE ZONE SIGNAGE	\$ 2,000
MARLER PARK	\$ 5,000
HARRIS BOAT RAMP (LEASE)	\$ 3,000
ARTIFICAL REEF	\$ 5,000

MUNICIPALITIES

CITY OF MARY ESTHER MISTY WATER PARK (PIER REPAIR)	\$12,000
DESTIN--JOE'S BAYOU	\$ 8,000
NICEVILLE	\$ 4,000
FT. WALTON BEACH-- BROOKS BRIDGE (BOAT RAMP)	<u>\$ 5,000</u>
	\$97,000

REMAINDER FY2000 ~~=====~~ \$6000.00