

Work Change Directive (1)

PROJECT: Tarpon Pier Replacement Project

DATE OF ISSUANCE: 20 February 2013

EFFECTIVE DATE: 20 February 2013

OWNER: City of Key West

OWNER's Project Number: EN11002

CONTRACTOR: Ebsary Foundation Company

ENGINEER: Hans Wilson and
Associate

You are directed to **proceed promptly with the** following change(s):

Description: That the finger piers located at the T-Head (2 each), shall be extended 5 feet for a length of 40 feet.

Attachments: See attached email

This work change directive will be formalized into a change order.

AUTHORIZED BY:

Birchard Ohlinger
City Engineer


Authorized Signature

RECEIVED

FEB 21 2013

City of Key West
BUDGET AMENDMENT

BA 5

CITY MANAGER

Account No./Project No.	Current Budget Finance Use Only	Increase	Decrease	Revised Budget Finance Use Only
413-0000-369.00-00 / GB1306	0	4,313		4,313
413-7551-575.63-00 / GB1306	0	4,313		4,313
TOTALS:	0	8,626	0	8,626

Justification: Extend 2 Tarpon Pier finger piers per City customers' request during Tarpon Pier replacement project GB1101. See attachment for backup information.

(SET UP PROJ BUDGET)

Authorized Signatures

Department Head: _____ Date: _____

Budget Analyst: _____ Date: _____

Finance Director: _____ Date: 2/22

City Manager: [Signature] Date: 2/22/13
(all w/in category w/in fund; all uses of CM contingency; up to \$20,000 among categories w/in fund)

[Signature] City Commission Approval Required? Yes _____ No X

Finance Use Only

Total Items: _____ Entered by: _____
 Group No.: _____ Date: _____
 Acct. Balance Verified: _____

DONATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Indenture Witnesseth that I, Pat Tiffany, for good and valuable consideration regarding my monetary donation to the City of Key West to purchase floating pier extensions at the Tarpon Pier, Garrison Bight Marina, do hereby for my heirs, personal representatives and assigns, release and forever discharge, Employer's Mutual Inc., The City of Key West, and all other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives or assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action arising from any act or occurrence up to the present time, and particularly on account of all personal injury, disability, property damages, loss or damages of any kind sustained or that I may hereafter sustain in consequence of my monetary donation to purchase said pier extensions at the Tarpon Pier, Garrison Bight. Further, I understand that this donation is unconditional and I will not receive any extra consideration in any form from the City of Key West including, but not limited to lease renewal, rent abatement or discount, excuse from Marina Rules or any provisions of state, federal or local laws and ordinances.

To procure payment of said sum of \$2,156.25 (two thousand one hundred fifty six dollars and twenty five cents), I, Pat Tiffany, thereby declare: that I am more than 18 yrs of age; that no representation about the nature and extent of said damages made by any attorney or agent of any party hereby released, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties released, have induced me to make this donation; that in determining said consideration there has been taken into consideration not only the ascertained damages, but also the possibility that the damages sustained may be uncertain and indefinite, so that consequences not now anticipated may result from the donation and resulting installation of said floating pier extensions.

The Undersigned agrees, as a further consideration and inducement for this donation and waiver, that it shall apply to all unknown and unanticipated damages resulting from the installation of pier extensions, as described herein, as well as to those now disclosed.

I, Pat Tiffany, understand that the parties hereby released admit no liability of any sort by reason of said installation of pier extensions, as described herein and that said consideration and waiver in compromise is made to terminate further controversy respecting all potential claims for damages, reimbursement, or any consideration whatsoever from the City of Key West and its agents or assigns that I have heretofore asserted or that I or my personal representatives, might hereafter assert because of said removal.

Signed and sealed this 15th day of February, 2013.

Jane P. Telford
Name:

NOTARY:

Seal-

On 2/18/13, before me personally appeared *Jenn Brich Telford* to me known to be the person who executed the forgoing instrument, and acknowledged that executed same as a free act and deed.

Diane M. Cooper
Notary Public



My commission expires 5/22/14

 PERSONALLY KNOWN

IDENTIFICATION PROVIDED :
Florida Drivers License
T-150-475-45-415-0

172

JOHN P. TIFFANY
P.O. BOX 5448
KEY WEST, FL 33045-5448

DATE 2-15-2013 50-1291/219
7400372004

PAY TO THE ORDER OF City of Key West \$ 2156.25
Two thousand one hundred fifteen and 25/100 DOLLARS

TD AMERITRADE

Payable through:
TD Bank USA, N.A.
Member FDIC

John P. Tiffany

MEMO

⑆021912915⑆ 7400372004⑆ 0172

* DUPLICATE RECEIPT *

KEY WEST GARRISON BIGHT MARINA
1801 N Roosevelt Blvd.
Key West FL 33040
305-809-3981
keywestcity.com

Receipt ID: 112013021512:43:17-15030
Date: 02/15/13 12:43:17
Cashier: T09 Station: 1
Customer: Tiffany/6609, John

Qty	Desc	Price
1	Misc Non Taxable	\$2156.2
1	Check	\$2156.2

SubTotal:	\$2156.25
Tax:	\$0.00
Total:	\$2156.25

Payment:	\$2156.25
Change:	\$0.00

THANK YOU AND COME AGAIN

Florida *The Sunshine State*
DRIVER LICENSE CLASS E
T150-475-46-415-0

JOHN PATRICK
TIFFANY
1901 N ROOSEVELT BLVD # 45 TAR
KEY WEST, FL 33040
DOB 11-15-1945 SEX M
ISSUED 11-19-2005 HGT 5'10"
EXPIRES 11-15-2013

JOHN PATRICK
ISSUED 05-08-2011

SAFE DRIVER MOTORCYCLE ALSO
Operation of a motor vehicle constitutes consent to any sobriety test required by law.

I want the extra five feet of dock
added to the south east end of the T dock
on Tarpon pier.

I agree to pay the extra charge of \$2156.25
for the dock.

Tarpon 43

Patrick Tiffany

DONATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Indenture Witnesseth that I, Peter McPherson, for good and valuable consideration regarding my monetary donation to the City of Key West to purchase floating pier extensions at the Tarpon Pier, Garrison Bight Marina, do hereby for my heirs, personal representatives and assigns, release and forever discharge, Employer's Mutual Inc., The City of Key West, and all other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives or assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action arising from any act or occurrence up to the present time, and particularly on account of all personal injury, disability, property damages, loss or damages of any kind sustained or that I may hereafter sustain in consequence of my monetary donation to purchase said pier extensions at the Tarpon Pier, Garrison Bight. Further, I understand that this donation is unconditional and I will not receive any extra consideration in any form from the City of Key West including, but not limited to lease renewal, rent abatement or discount, excuse from Marina Rules or any provisions of state, federal or local laws and ordinances.

To procure payment of said sum of \$2,156.25 (two thousand one hundred fifty six dollars and twenty five cents), I, Peter McPherson, thereby declare: that I am more than 18 yrs of age; that no representation about the nature and extent of said damages made by any attorney or agent of any party hereby released, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties released, have induced me to make this donation; that in determining said consideration there has been taken into consideration not only the ascertained damages, but also the possibility that the damages sustained may be uncertain and indefinite, so that consequences not now anticipated may result from the donation and resulting installation of said floating pier extensions.

The Undersigned agrees, as a further consideration and inducement for this donation and waiver, that it shall apply to all unknown and unanticipated damages resulting from the installation of pier extensions, as described herein, as well as to those now disclosed.

I, Peter McPherson, understand that the parties hereby released admit no liability of any sort by reason of said installation of pier extensions, as described herein and that said consideration and waiver in compromise is made to terminate further controversy respecting all potential claims for damages, reimbursement, or any consideration whatsoever from the City of Key West and its agents or assigns that I have heretofore asserted or that I or my personal representatives, might hereafter assert because of said removal.

Signed and sealed this 15th day of February, 2013.

Peter McPherson
Name:

NOTARY:

Seal-



On 2/15/13, before me personally appeared Peter McPherson to me known to be the person who executed the forgoing instrument, and acknowledged that executed same as a free act and deed.

Diane M Cooper
Notary Public

My commission expires 5/22/13

PERSONALLY KNOWN

IDENTIFICATION PROVIDED:

Florida Drivers License
mail 6-661-39-188-0

PETER McPHERSON
P O Box 4657
Key West, FL 33040

243

63-643/670
BRANCH 00697

Pay to the
Order of

City of Key West

Feb 15 13

Date

\$ 2156

25
100
25
100



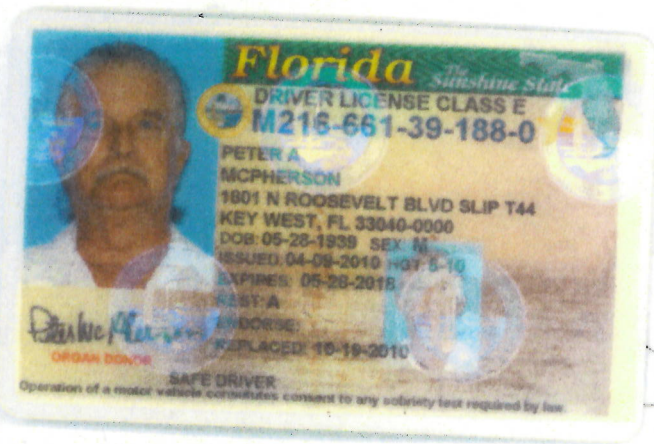
WACHOVIA

Wachovia Bank, a division of Wells Fargo Bank, N.A.

For

Peter McPherson

⑆067006432⑆ 1010067532429⑆ 0243



KEY WEST GARRISON BIGHT MARINA
1801 N Roosevelt Blvd.
Key West FL 33040
305-809-3981
keywestcity.com

Receipt: 112013021513:57:28-15031
Date: 02/15/13 13:57:29
Cashier: JB5 Station: 1
Customer: McPHERSON, PETER

Qty	Desc	Price
1	Misc Non Taxable	\$2156.2
1	Check	\$2156.2

SubTotal: \$2156.25
Tax: \$0.00
Total: \$2156.25

Payment: \$2156.25
Change: \$0.00

THANK YOU AND COME AGAIN

Jan 24, 2013
Tarpon 44

Gentlemen,

As per our conversation and phone message of the 23rd please accept this letter as my request for the pier extension to give T-44 full access to the rear ramp. I agree to pay the sum of \$2,156.25 for this addition.

Sincerely

Peter McPherson