

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION ACCEPTING THE AMADOR) RESOLUTION NO. 14-006
COUNTY MAIN BRANCH LIBRARY EMERGENCY)
HVAC REPLACEMENT AS COMPLETE)

WHEREAS, Perryman Mechanical, Inc. has completed the construction and installation of the Main Branch Library HVAC Replacement at 530 Sutter Street in Jackson, California.

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby accept the work by Perryman Mechanical, Inc. for the construction and installation of Main Branch Library HVAC Replacement as complete.

BE IT FURTHER RESOLVED by said Board that the General Services Administration Director is authorized to sign and record a Notice of Completion for the above-referenced project;


BE IT FURTHER RESOLVED by said Board that, if no liens or Stop Notices are served within thirty days of such recordation, then the Board Chairman is authorized to sign the Agreement and Release of Claims attached hereto, at which time the Director of General Services Administration is authorized to release retention and final payment to the Contractor.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting held thereof on the 14th day of January, 2014 by the following vote:

AYES: Richard M. Forster, Theodore F. Novelli, John Plasse, Brian Oneto and Louis D. Boitano

NOES: None

ABSENT: None


Richard M. Forster, Chairman

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County,
California


Deputy

Recording Requested By and
When Recorded Return To:

Amador County General Services Administration
Attention: Jon Hopkins
12200-B Airport Road
Jackson, CA 95642

Space Above for Recorder's Use Only

NOTICE OF COMPLETION
COUNTY OF AMADOR

NOTICE IS HEREBY GIVEN of the completion of a Work of Improvement as follows:

Date of completion: November 27, 2013.

Name and address of the Owner: County of Amador, 810 Court Street, Jackson , CA 95642.

Nature of the interest or estate of the Owner: Ownership in fee simple.

Description of the Site: Main Branch Library HVAC at 530 Sutter Street, Jackson, CA. (A.P.N. 020-070-041-000)

Name and address of the contractor for the above Work of Improvement: Perryman Mechanical, Inc., 514 Glide Ave., West Sacramento, CA 95691.

(If this Notice is given for completion of a contract for only a portion of the Work of Improvement)

General statement of kind of work done or materials furnished: Main Branch Library HVAC Replacement.

Date: _____

COUNTY OF AMADOR,
a political subdivision of the State of California

By: _____
Jon Hopkins, General Services Administration Director

VERIFICATION

I, Jon Hopkins, declare as follows:

I am the General Services Administration Director of the County of Amador, and I have been authorized to make this verification on its behalf. I have read the foregoing Notice of Completion and know the contents thereof. The same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct and that I have executed this Verification on _____, 20__ in Jackson, California.

COUNTY OF AMADOR,
a political subdivision of the State of California

By: _____
Jon Hopkins, General Services Administration Director

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims (“Agreement and Release”), made and entered into this 14th day of January 2014, by and between the County of Amador (“County”), and **Perryman Mechanical, Inc.** a California Corporation (“Contractor”) whose place of business is at **514 Glide Ave., West Sacramento, CA 95691.**

RECITALS

- A. County and Contractor entered into Contract dated the **21st day of August 2013**, in the County of Amador, State of California.
- B. The Work under the Contract for the **HVAC Replacement at the Amador County Main Branch Library at 530 Sutter Street, Jackson, California** has been completed.

Now, therefore, it is mutually agreed between County and Contractor as follows:

AGREEMENT

- 1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	\$112,530.00
Modified Contract Sum	\$110,030.00
Payment to Date	\$104,528.50
Liquidated Damages	\$ 0.00
Payment Due Contractor	\$ 5,501.50

- 2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of **Five Thousand Five Hundred and One Dollars and Fifty Cents (\$5,501.50)** under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under Contract for the **HVAC Replacement at the Amador County Main Branch Library**, except for the Disputed Claims described in Paragraph 4, and continuing obligations described in Paragraph 6, below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of

except for the Disputed Claims set forth in Paragraph 4, and continuing obligations described in Paragraph 6, below.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
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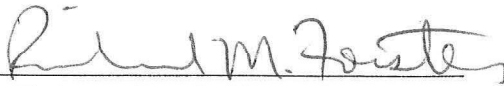
[No Claims Disputed]

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract, except for the Disputed Claims.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless County, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of Contract for the **HVAC Replacement at the Amador County Main Branch Library**, except for the Disputed Claims.
8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:
- A general release does not extend to claims, which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.


10. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

*** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING ***

COUNTY OF AMADOR

BY: 
Chairman, Board of Supervisors
Richard M. Forster

APPROVED AS TO FORM:

BY: 
Gregory Gillott, County Counsel

CONTRACTOR:

BY: 
Perryman Mechanical, Inc., a California Corporation

Name: Christopher Hodge
Please Print

Title: PRESIDENT

ATTEST:

JENNIFER BURNS, Clerk of the Board
Of Supervisors, Amador County, California

BY: 
Deputy

END OF DOCUMENT