

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

IN THE MATTER OF:

RESOLUTION ACCEPTING THE AMADOR) RESOLUTION NO. 13-013
COUNTY SHERIFF'S OFFICE GENERATOR)
REPLACEMENT AS COMPLETE)

WHEREAS, STARKRAFT has completed the construction and installation of the Amador County Sheriff's Office Generator Replacement at 700 Court Street in Jackson, California; and

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 STARKRAFT for the construction and installation of Amador County Sheriff's Office Generator Replacement Project 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 12th day of February, 2013 by the following vote:

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

NOES: None


ABSENT: None



Chairman, Board of Supervisors

ATTEST:

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



(RESOLUTION NO. 13-013)

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: February 12, 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: Amador County Sheriff's Office at 700 Court Street, Jackson, CA.
(A.P.N. 020-200-021-000)

Name and address of the contractor for the above Work of Improvement: Starkraft,
19761 Bennett Ranch Court, Jackson, CA 95642

(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: Sheriff's Office Generator
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

ATTACHMENT A

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this 25th day of January, 2013, by and between the County of Amador ("County"), and Starkraft ("Contractor"), whose place of business is at 19761 Bennett Ranch Ct., Jackson, CA 95642.

RECITALS

A. On November 13, 2012 County and Contractor entered into a contract (the "Contract") in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the "Work") consisting of **Amador County Sheriff's Office Generator Replacement**, including the approaches, including all the necessary components to perform the Work.

B. The Work under the Contract has been completed.

NOW, THEREFOR, it is mutually agreed between County and Contractor as follows:

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

Original Contract Sum	\$31,750.00
Modified Contract Sum	\$33,350.00 (1,600 change order #1)
Payment to Date	\$31,682.50
Damages	\$0
Payment Due Contractor	\$1,667.50

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of One Thousand, Six Hundred, Sixty-seven Dollars and Fifty Cents (\$1,667.50) 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 the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) 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 action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4 below 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>
------------------	-----------------------	-----------------------------	------------------------

[NO CLAIMS]

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 the Contract, 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 or her favor at the time of executing the release, which if known by him or her 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

CONTRACTOR:

BY: 
Chairman, Board of Supervisors

BY: 
Principal


Name: (please print) JEFFREY STARK

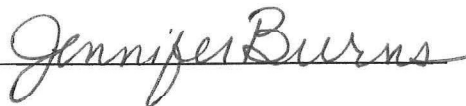
Title: OWNER

APPROVED AS TO FORM:
GREG GILLOTT

ATTEST:

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

BY: 
County Counsel

BY: 

STARKRAFT

19761 Bennett Ranch Ct
Jackson CA 95642
Phone (209) 257-1848

INVOICE

DATE: DECEMBER 19, 2012

TO:
County of Amador
General Services Administration
12200-B Airport Road
Jackson, CA 95642-9527

DESCRIPTION	AMOUNT
Amador County Sheriff's Office Generator Replacement, Jackson, CA See attached Construction Contract front page See attached Change Order No. 1 front page	Project Total: \$ 33,350.00
Progress payment (total less 5% retention) See Attachment B-3	\$ 31,682.50
Retention, amount due in 30 days See Attachment B-4	<u>1,667.50</u>
	Total: \$ 33,350.00

FACILITIES
DEC 10 2012 TJK
RECEIVED

Make all checks payable to STARKRAFT
Payment is due on receipt.
If you have any questions concerning this invoice, contact Jeff Stark, (209) 257-1848, jstark01@yahoo.com

Thank you for your business!

ATTACHMENT B – 3

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from County of Amador in the sum of Thirty One Thousand Six Hundred Eight-two Dollars and Fifty Cents (\$31,682.50) payable to STARKRAFT and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at Amador County Sheriff's Office, 700 Court St, Jackson, CA, 95642, job title: Amador County Sheriff's Office Generator Replacement, Jackson, CA, to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to County of Amador through December 19, 2012 only and does not cover any retentions retained before or after release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for the furnished labor, services, equipment, or material covered by this release if that furnished labor, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: 12/19/12

STARKRAFT

By: 

Title: OWNER


ATTACHMENT B-4

CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from County of Amador in the amount of One Thousand Six Hundred Sixty-seven Dollars and Fifty Cents (\$1,667.50) payable to STARKRAFT and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at Amador County Sheriff's Office, 700 Court ST, Jackson, CA., job title: Amador County Sheriff's Office Generator Replacement, Jackson, CA. This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for extra work in the amount of \$ 0.00. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 12/19/12

STARKRAFT

By: 

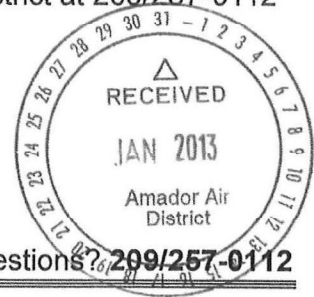
Title: OWNER

AMADOR AIR DISTRICT
APPLICATION FOR AUTHORITY TO CONSTRUCT

INSTRUCTIONS & INFORMATION

- Answer all questions completely in the **Application**. If you don't know the answer to a question, call the District staff for assistance.
- Submit all data requested in the **Attachment**. If the information does not apply, state that the information does not apply.
- A filing fee must accompany each application or it will not be processed. Please contact the office at 209/257-0112 for the current fee amount. Engineering fees incurred by the District to process your application will be billed to you. [Rule 605]
- A separate application must be submitted for each article, machine, system, process, or operation which can potentially emit air contaminants.
- This application is not directly transferable from one piece of equipment to another, from one permittee to another, or from one location to another. Call the District at 209/257-0112 if a change in ownership or control is planned.
- Mail completed application form and your filing fee to:

Amador Air District
12200-B Airport Road
Jackson, CA 95642



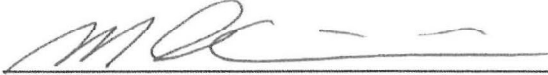
Questions? 209/257-0112

PLEASE COMPLETE ALL QUESTIONS

A/C 13-031

1. Is this Authority to construct intended to modify or replace an existing permit?
 Yes No If Yes, give permit number? 12-043
2. This application is hereby submitted to the Amador Air District for approval to install or modify the following article, machine, system, process, or operation:
 Description:
 New Emergency Stand-by Generator to replace existing.
3. Physical location where the equipment will be operated:
 Site name that will identify the project: Amador County Detention Facility
 Street Address: 700 Court Street
 Assessor's Parcel Number: 020-200-021-000

4. Name of Installation Contractor: Strakraft
Contact: Jeff Stark
Mailing Address: 19761 Bennett Ranch Ct. Jackson CA
Phone Number: (209) 257-1848
5. Estimated work schedule for this project:
Construction Starts: 12/03/12
Construction Ends: 12/21/12
Target Date for Operation to Begin: 12/14/12
6. What is the nature of your business? Government
7. What is the Standard Industrial Classification Code for the facility? _____
8. Corporation, company, or individual that Permits will be issued to:
Company Name: Amador County
Contact: Mark Olivarria Email: molivarria@amadorgov.org
Phone #: (209) 223-6370 FAX #: (209) 223-0749
Mailing Address: 12200 B Airport Road
City/State/Zip: Jackson, CA 95642
9. Name and address where invoicing will be mailed:
Company Name: Amador County
Contact: Mark Olivarria Email: molivarria@amadorgov.org
Phone #: (209) 223-6370 FAX #: (209) 223-0749
Mailing Address: 12200 B Airport Road
City/State/Zip: Jackson, CA 95642
10. Name and address of party responsible for annual reporting:
Company Name: Amador County
Contact: Mark Olivarria Email: molivarria@amadorgov.org
Phone #: (209) 223-6370 FAX #: (209) 223-0749
Mailing Address: 12200 B Airport Road
City/State/Zip: Jackson, CA 95642

11. Chief Executive Officer responsible for this equipment or process:
 Name: Jon Hopkins
 Title: Director of General Services
 Phone Number: (209) 223-6759
12. Site Contact responsible for operation of this equipment or process:
 Name: Mark Olivarria
 Phone Number: (209) 223-6370
13. Is the proposed site of the equipment system properly zoned for the proposed use?
 YES
 NO
14. Is the proposed equipment system within 1,000 feet of the outer boundary of an existing school site?
 YES
 NO
15. Signature and Title of applicant: 
 Print name and title: Mark Olivarria, Facilities and Projects Manager
 Date: 01/31/12

FOR DISTRICT USE ONLY

Date application received: January 31, 2013 By: KP
 Date filing fee received: January 31, 2013 By: KP
 Date supplemental data requested: _____ By: _____
 Date supplemental data received: _____ By: _____
 Date application deemed complete: _____ By: _____
 Date engineering evaluation requested: February 1, 2013 By: KP
 Date engineering evaluation received: _____ By: _____
 Date engineering fee paid by applicant: _____

[] Issued Date of approval: _____

[] Denied

Approved By: _____ Title: _____

OFFICIAL RECEIPT

COUNTY OF AMADOR
Jackson, California

Date January 31 2013

RECEIVED FROM County of Amador GSA

ADDRESS 12200 Airport Road Jackson CA 95642

Two hundred five and 92/100 DOLLARS (\$ 205.92)

For A/c 13-031 Sheriff Generator

ACCOUNT		How Paid ✓	
Amount Due	<u>205 92</u>	Cash	
Amount Paid	<u>205 92</u>	Check	<u>954</u>
		Money Order	

AMADOR AIR DISTRICT Department
By [Signature] Deputy

66435

954

COUNTY OF AMADOR GSA
 PETTY CASH ACCOUNT
 12200 B AIRPORT ROAD PH. 209-223-6375
 JACKSON, CA 95642

DATE 1-31-13 90-4033/1211

PAY TO THE ORDER OF Amador Air District \$ 205.92
Two Hundred Five and 92/100 DOLLARS

Bank of Amador
 a division of American River Bank
 422 SUTTER ST. • P.O. BOX 908
 JACKSON, CALIFORNIA 95642

FOR S.O. Generator [Signature] MP

⑈000954⑈ ⑆121140331⑆ 0891915179⑈

AMADOR AIR DISTRICT

AUTHORITY TO CONSTRUCT APPLICATION

ATTACHMENT FOR COMPRESSION IGNITION (CI) and SPARK IGNITION (SI) POWERED EQUIPMENT

The information requested in this attachment must be submitted with your application. Applications submitted without the requested information will not be processed until the information is provided.

1. Attach a drawing showing the location of the equipment. Indicate north, boundaries, and buildings located on the property. Identify each piece of equipment and its location. Identify adjacent properties as commercial, residential, agricultural, etc. Mark and identify roads.
2. Provide the information requested as indicated by the blank spaces on the form below. If additional space is need, provide the information on a separate sheet and indicate the letter and description of the data being shown.
3. Will this equipment be (check one)
 - Stationary
 - Portable
4. Is this emergency/standby equipment
 - Yes
 - No

Description of Required Detail	Equipment	Engine
a. Manufacturer	Himoinsa Power Systems	John Deere
b. Type/Size	HJW-205T6	8L
c. Model	HJW-205T6	
Serial Number if available	U11200271	PE6068L203977
d. Year of manufacture	12/03/2012	2012
e. kW Rating – Generators only	205	N/A
f. Engine Brake Horsepower or kW Rating	N/A	
g. Fuel	N/A	Diesel
h. EPA Engine Family	N/A	PE6068L203977
i. List the applicable CARB Executive Order numbers	N/A	
j. Distance from engine to nearest fence line on property	N/A	75'
k. Distance from engine to nearest residence	N/A	1000'
l. Distance from engine to nearest business	N/A	2000'
m. Is engine located within 500 feet of a school? If yes, name of school.	N/A	no
n. Control Devices (attach separate list if necessary)	N/A	Deep Sea Digital
o. Exhaust stack height from ground	N/A	9'-8"
p. Diameter of stack outlet	N/A	4 1/2"
q. Direction of outlet (horizontal or vertical)	N/A	vertical

5. Provide the **Manufacturer Spec. Sheet** for both the equipment and the diesel engine.
6. Provide the **Emission Data** (attach copy of source data) for the diesel engine.
7. Provide the expected **operating schedule** for maximum and average hours per day, days per week and weeks per year.
8. Provide the expected **fuel usage** for each type of fuel in gallons or cubic feet per year.
9. Provide the expected **emissions of air contaminants** and reference the source of emission factors and show calculations. If actual test data was used submit the data with the calculations. **The District can assist you if requested.**
10. Include a copy of any **environmental documents** prepared for other governmental agencies for this project or facility.
11. **Project Completion Notification:** After the C.I. Engine and other equipment listed in the Authority to Construct approval has been installed and is ready to begin operation you must notify the District by use of the Project Completion Form. If you did not receive or no longer have this form please contact the District.

The Project Completion form must be received at the Air District office **not later than 10 days after the regular operation of the equipment begins.**

POWER AND ELECTRIC CO
2950 E. HARCOURT ST.
RANCO DOMINGUEZ, CA. 90221
PH. 310 604-3400

12/12

QUOTATION & BILL OF MATERIAL

To: COUNTY OF AMADOR
12200 AIRPORT ROAD
JACKSON, CA. 95642

DATE: 11/7/12

ATTEN: BOB FOY

STAND-BY GENERATOR

<u>kW rating</u>	<u>Voltage</u>	<u>Phase</u>	<u>Fuel system</u>
205	120/208	3	Diesel

POWER AND ELECTRIC will be providing: One (1) Diesel engine driven set with the following accessories:

- 8 L engine / diesel fueled JOHN DEERE
- Alternator type NEWAGE
- 1% voltage regulation
- Cool flow Radiator with fan guards
- Weather proof and sound proof enclosure
- Block Heater
- Fuel shut off solenoid valve
- Fuel Filter
- Solenoid activated starter motor
- Air cleaner and oil filter with internal bypass
- Oil and radiator drain extension
- Battery charging alternator
- 2 Batteries 12vdc, 160AH
- Battery Charger
- Critical muffler, flex connector and rain cap
- 24 HOUR fuel tank, U.L 142
- Diesel fuel flex line
- Isolators between engine/alternator and base frame
- Electronic governor
- 800 Amp Main Line Circuit Breakers
- Cables from the alternator to the circuit breaker.

- DEEP SEA Digital control panel with:

- o
 - Water temperature failure
 - Oil pressure failure
 - Battery voltage failure
 - Manual/Auto/Stop modes status
 - Generator circuit breaker open
 - Generator circuit breaker closed
 - Genset voltage status
 - Test mode status
- o Control panel display for:
 - AC Volts
 - AC amps
 - RPM
 - Oil Pressure (Psi and Bar)
 - Water Temperature (°F and °C)
 - Fuel Level
 - Overspeed
 - Overcrank
 - High or Low voltage alternator
 - High or Low battery voltage
 - High or Low alternator frequency
 - Emergency Stop
 - Recall the last 50 Events
 - Full keypad to allow to all unit operating parameters, alarms, resets and testing

- Automatic transfer switch 800 Amp

Nema 1 enclosure

3 pole

120/208, 3 phase, 60 hz.

One Set Users Guide and Maintenance Manual

- One year / 2000 hour warranty from commissioning date or 18 months from purchasing date or whichever occurs first.

Price: One (1) HJW-205T6.....\$ 52,835.00

Options: On site training \$1,000.00/day

Delivery: Allow 5 Weeks from date of PO.

DEL.: CUSTOMER LOCATION

Terms: PRICES ARE GOOD FOR 30 DAYS.

THANKS

JAY CRAWFORD