

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # \*B-4

Urgent

Routine

AGENDA DATE July 17, 2012

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Rescind the Contract Award with Cheek Construction Management, Inc. for the Strategic Business Technology Data Center Server Room Improvement Project at 3705 Oakdale Road and Approval to Award the Contract to the Next Lowest Bidder, Barham, Inc. of Ceres, California and Approval to Transfer Funds for the Project

STAFF RECOMMENDATIONS:

1. Approve rescinding the contract award to Cheek Construction Management, Inc. for Bid Package 3 and making a claim against the Bid Bond of Cheek Construction Management, Inc. for the Strategic Business Technology Data Center Server Room Improvement Project at 3705 Oakdale Road.
2. Approve the award of the contract for construction for Bid Package 3 to Barham, Inc. of Ceres, California for the lump sum amount not to exceed \$687,251.
3. Authorize the transfer of additional funds in the amount of \$60,929 from the Chief Executive Office Plant Acquisition budget for the Strategic Business Technology Data Center Server Room Improvement Project.

(Continued on Page 2)

FISCAL IMPACT:

On May 15, 2012, the Board of Supervisors approved a total project budget of \$1,798,969 for the Strategic Business Technology Data Center Server Room Improvement Project. At that time, the Board approved to award the construction contract to Cheek Construction Management, Inc. of Ceres, California, for the lump sum amount of \$626,322 contingent upon receipt of proper insurance and bonds.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-365

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow, and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Rescind the Contract Award with Cheek Construction Management, Inc. for the Strategic Business Technology Data Center Server Room Improvement Project at 3705 Oakdale Road and Approval to Award the Contract to the Next Lowest Bidder, Barham, Inc. of Ceres, California and Approval to Transfer Funds for the Project  
Page 2

**STAFF RECOMMENDATIONS: (Continued)**

4. Direct the Auditor-Controller to increase appropriations and estimated revenue for this project as detailed in the attached Budget Journal form.
5. Authorize the Project Manager to issue a Notice to Proceed upon receipt of proper insurance and bonds.

**FISCAL IMPACT: (Continued)**

County policy and the Public Contract Code require construction contractors to submit payment and performance bonds that are equal in amount to the construction contract award. Cheek Construction Management, Inc. did not submit the required payment and performance bonds within twenty days after the Notice of Award was issued as required by the County's Contract Documents. Despite allowing Cheek Construction Management, Inc. additional time to comply with these requirements, the Contractor failed to meet these essential contract terms. As a result, County staff published a Notice of Intention to recommend award of the construction contract to Barham, Inc., the second lowest responsible bidder.

At this time, the Project Manager requests approval to rescind the contract award to Cheek Construction, Inc. for Bid Package 3 previously approved at \$626,322, and to award the construction contract award for Bid Package 3 for the Strategic Business Technology Data Center Server Room Improvement Project at 3705 Oakdale Road to the next lowest responsible respondent Barham, Inc. of Ceres, California for the lump sum amount not to exceed \$687,251.

With the Board of Supervisors approval of the construction contract, the increased cost of \$60,929 is recommended to be funded now from the existing Chief Executive Office Plan Acquisition Budget as detailed in the attached Budget Journal form.

When a contractor fails to timely comply with its pre-construction contractual obligations, it entitles a Public Entity to make a claim against the Bid Bond in the amount of ten percent of the bid amount. While the County will make every effort to seek a remedy for this matter, the use of existing budgeted funds is essential at this time to move this important project forward.

If approved, the total project budget for the Strategic Business Technology Data Center Server Room Improvement Project would be reestablished with appropriations and estimated revenue of \$1,859,898 as outlined in the sources and uses chart below:

Approval to Rescind the Contract Award with Cheek Construction Management, Inc. for the Strategic Business Technology Data Center Server Room Improvement Project at 3705 Oakdale Road and Approval to Award the Contract to the Next Lowest Bidder, Barham, Inc. of Ceres, California and Approval to Transfer Funds for the Project  
Page 3

<b>SBT Data Center Sources</b>	<b>Amount Approved by BOS on 5-15-12</b>	<b>Amount Recommended 7-17-12</b>
<b>Strategic Business Technology Fund Balance</b>	\$889,342	\$889,342
<b>Chief Executive Office Plant Acquisition</b>	\$131,000	\$191,929
<b>Criminal Justice Facilities Fund</b>	\$231,000	\$231,000
<b>Public Facility Fees</b>	\$547,627	\$547,627
<b>Total</b>	<b>\$1,798,969</b>	<b>\$1,859,898</b>

<b>SBT Data Center Uses</b>	<b>Amount Approved by BOS on 5-15-12</b>	<b>Amount Recommended 7-17-12</b>
<b>Salaries: Project Management</b>	\$131,667	\$131,667
<b>Services and Supplies</b>	\$52,392	\$52,392
<b>Architectural Design Services</b>	\$166,280	\$166,280
<b>Cost Applied Charges</b>	\$5,224	\$5,224
<b>Construction Contractor, Data Communications, Design Contingency</b>	\$898,859	\$959,788
<b>Generator Purchase</b>	\$250,962	\$250,962
<b>Server Room Equipment and Components</b>	\$293,585	\$293,585
<b>Total Estimated Uses</b>	<b>\$1,798,969</b>	<b>\$1,859,898</b>

## **DISCUSSION:**

### Background

The Strategic Business Technology Department maintains a data center that houses the core County Information Technology systems, such as the County website, Oracle Financial Management System and PeopleSoft Human Resource Management System. In addition to enterprise systems, the County SBT Data Center houses many of the County departments' servers. Due to continued growth, the current facility is at capacity and can no longer provide space for additional servers or network infrastructure equipment.

On March 20, 2012, the Board of Supervisors approved the redesigned plans and specifications for the Strategic Business Technology (SBT) Data Center Server Room improvements at 3705 Oakdale Road, authorized the Project Manager to issue a notice inviting bids for Bid Package 3 for the construction of the project, and to open and evaluate bids and return to the Board to recommend a construction contract award to the lowest responsible bidder. The redesigned plan recommends a structure that is self-contained with its' own cooling system, electrical systems, environmental remote monitoring, fire suppression, and uninterrupted power supply.

Approval to Rescind the Contract Award with Cheek Construction Management, Inc. for the Strategic Business Technology Data Center Server Room Improvement Project at 3705 Oakdale Road and Approval to Award the Contract to the Next Lowest Bidder, Barham, Inc. of Ceres, California and Approval to Transfer Funds for the Project  
Page 4

The redesign recommends replacing the existing back up emergency generator with a more powerful and efficient back-up emergency generator that will provide power to both SR911 and the SBT Data Center. A back-up generator will minimize any chance of disruption, it will allow business to function in the midst of a power failure, power will be provided to heating, ventilation, and air conditioning (HVAC) system, and will ensure continued operations for missions critical systems.

The project also recommends installation of a second back-up dry fire suppression tank for increased reliability, and Americans with Disability Act (ADA) upgrades to the parking lot to meet ADA requirements.

On May 15, 2012, the Board of Supervisors approved to award the contract for the back-up generator package to ES, Inc. of Stockton, California for the lump sum amount not to exceed \$250,962, and approved to award the contract for the data center infrastructure management system component package to CompuCom Systems, Inc. of Dallas, Texas for the lump sum amount not to exceed \$293,585.

### **Next Recommended Actions**

In addition to the recommended actions discussed previously in the Fiscal Impact section of this staff report, staff recommends the Board of Supervisors approve the following key action as the next critical step for the project that will ensure the project proceeds to the Construction Phase of the project:

- *Authorize the Project Manager to issue a Notice to Proceed upon receipt of proper insurance and bonds.*

This action will authorize the Project Manager to issue a Notice to Proceed to Barham, Inc. of Ceres California contingent upon providing the County with proper insurance and bonds.

### **Schedule**

If approved by the Board of Supervisors, the Project Manager will issue a Notice to Proceed for the project upon finalization of the contract and the County's receipt of all necessary bonds and insurance. The expected construction duration is six months, with completion expected in the Winter 2012.

Approval to Rescind the Contract Award with Cheek Construction Management, Inc. for the Strategic Business Technology Data Center Server Room Improvement Project at 3705 Oakdale Road and Approval to Award the Contract to the Next Lowest Bidder, Barham, Inc. of Ceres, California and Approval to Transfer Funds for the Project  
Page 5

**POLICY ISSUES:**

Approval of this matter supports the Board priorities of A Safe Community, A Healthy Community, and Efficient Delivery of Public Services by back-up power and emergency fire suppression to core server functions maintained during an emergency.

**STAFFING IMPACT:**

Current Chief Executive Office staff working with Strategic Business Technology and Stanislaus Regional 911 staff will continue to implement the project.

**CONTACT PERSON:**

Patricia Hill Thomas, Chief Operations Officer. Telephone: 209-525-6333



DOCUMENT 00520

AGREEMENT

THIS AGREEMENT, dated this 17<sup>th</sup> day of July, 2012, by and between BARHAM, INC., dba BC CONSTRUCTION (“Contractor”), and the COUNTY OF STANISLAUS (“County”), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. 2012-365 adopted on the 17<sup>th</sup> day of July, 2012 awarded to Contractor the following Contract:

**STRATEGIC BUSINESS TECHNOLOGY SERVER ROOM  
BID PACKAGE 3, CONSTRUCTION**

at

**3705 OAKDALE ROAD  
MODESO, CA 95357**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

**Article 1. Work**

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (“Work”).

**Article 2. Project Representatives**

- 2.1 County has designated **Patricia Hill Thomas** as its Project Manager to act as County’s Representative in all matters relating to the Contract Documents. The Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of the County, to accept work, and to make decisions or actions binding on the County, and shall have sole signature authority on behalf of the County.
- 2.2 The County may assign all or part of the Project Manager’s rights, responsibilities and duties to a Construction Manager.
- 2.3 Contractor has designated **Miguel Zamora** as its Project Manager to act as Contractor’s Representative in all matters relating to the Contract Documents.
- 2.4 **Miller Pezzoni & Associates, Inc.** designed the Project and furnished the Plans and Specifications. **Miller Pezzoni & Associates, Inc.** shall have the rights assigned to Architect/Engineer in the Contract Documents. **Miller Pezzoni & Associates, Inc.** has designated **Kevin Pezzoni** as its Project Manager to act as its representative for receiving and making communications authorized under the Contract Documents.

**Article 3. Contract Time and Liquidated Damages**

3.1 Contract Time

Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.

Contractor shall achieve Substantial Completion of the entire Work within **180 Days** from the date when the Contract Time commences to run as provided in Document 00700 (General Conditions). Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 01770 (Contract Closeout) within 60 Days after Substantial Completion.

### 3.2 Liquidated Damages

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay County:

3.2.1 One Thousand dollars (\$1,000.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

3.2.2 One Thousand dollars (\$1,000.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

## **Article 4. Contract Sum**

4.1 County shall pay Contractor the following Contract Sum for completion of Work in accordance with Contract Documents, as set forth in Contractor's Bid, attached hereto:

**Six Hundred Eighty Seven Thousand Two Hundred Fifty One Dollars (\$687,251.00).**

The Contract Sum includes all allowances and alternates (if any).

## **Article 5. Contractor's Representations**

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

5.1 Contractor has had the opportunity to visit the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or



which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520 that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

#### **Article 6. Contract Documents**

- 6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00510	Notice of Award
Document 00520	Agreement
Document 00550	Notice to Proceed
Document 00610	Construction Performance Bond
Document 00620	Construction Labor and Material Payment Bond
Document 00630	Guaranty
Document 00650	Agreement and Release of Any and All Claims
Document 00660	Substitution Request Form
Document 00680	Escrow Agreement for Security Deposits in Lieu of Retention
Document 00700	General Conditions
Document 00821	Supplementary Conditions – Insurance
Document 00822	Apprenticeship Program
Specifications	Divisions 1 through 16
Drawings listed in Document 00015	

- 6.2 There are no Contract Documents other than those listed in this Document 00520, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

#### **Article 7. Miscellaneous**

- 7.1 Terms and abbreviations used in this Agreement are defined in Document 00700 (General Conditions) and Section 01420 (References and Definitions) and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 7.4 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.5 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.6 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.7 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Document 00700, Article 12, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

**CONTRACTOR:**

**BARHAM INC., dba BC CONSTRUCTION**

By:   
(Signature)

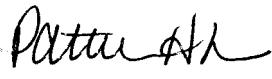
Its: President  
Title (If Corporation: Chairman, President or Vice President)

By:   
(Signature)

Its: Secretary  
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

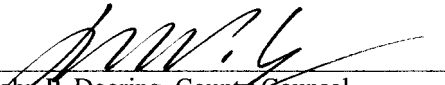
**COUNTY:**

**COUNTY OF STANISLAUS**

By:   
(Signature)

Patricia Hill Thomas  
Chief Operations Officer /  
Assistant Executive Officer

APPROVED AS TO FORM AND LEGALITY  
THIS 11 DAY OF July, 2012

By:   
John P. Doering, County Counsel

COUNTY RESOLUTION NO. 2012-365

END OF DOCUMENT

DOCUMENT 00400

**BID FORM**

TO THE COUNTY OF STANISLAUS

THIS BID IS SUBMITTED BY:

Barham Inc. dba BC Construction  
(Firm/Company Name)

Re: County of Stanislaus Strategic Business Technology (SBT) Server Room Project at 3705 Oakdale Road, Modesto, CA 95357

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Stanislaus, ("County") in the form included in the Contract Documents, Document 00520 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Notice Inviting Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for **90 Days after the day of Bid opening.**
3. In submitting this Bid, Bidder represents:
  - (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Bidder
1	4-3-12	<i>William James</i>
2	4-13-12	<i>William James</i>

- (b) Bidder acknowledges receipt of Pre-Bid Conference minutes, if any.
- (c) Bidder has had the opportunity to visit the Site and has performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Agreement), Article 5.
- (d) Bidder has given the County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by the County is acceptable to Contractor.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

**SCHEDULE OF BID PRICES**

All Bid items must be filled in completely. Bid items are described in Section 01100 (Summary of Work). Quote in figures only, unless words are specifically requested.

BID ITEM	DESCRIPTION	TOTAL
1.	Base Bid	\$ 687,251

Total Base Bid Price: Six Hundred Eighty Seven Thousand Two Hundred Fifty one Dollars  
(Words)

5. Subcontractors for work included in all Bid items are listed on the attached Document 00430 (Subcontractors List).
6. The undersigned Bidder understands that County reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Agreement), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond).
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to "County of Stanislaus."
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all Work within the time specified in Document 00520 (Agreement). The undersigned Bidder acknowledges that the County has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges County has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
11. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Agreement) shall be as set forth in Document 00520 (Agreement).
12. The names of all persons interested in the foregoing Bid as principals are: *Miguel Zamora, President & Secretary*

**IMPORTANT NOTICE:**

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-

*Barham Inc. dba BC Construction, A California Corporation*

partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: Barham Inc. dba BC Construction

licensed in accordance with an act for the registration of Contractors; and with license number: 481523

Expiration: 10-13-2013

California  
(Place of Incorporation, if Applicable)

Miguel Zamora President & Sec.  
(Principal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Miguel Zamora  
(Signature of Bidder)

**NOTE:** If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: Barham Inc dba BC Construction  
2204 Fairview Drive  
Ceres, CA 95307

Contractor's Representative(s): Miguel Zamora, President  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

Officers Authorized to Sign Contracts

Miguel Zamora, President

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(209) 531-1252

(Area Code)

(Number)

(Area Code)

(Number)

Fax Number(s):

(209) 531-1254

(Area Code)

(Number)

(Area Code)

(Number)

Date of Bid:

April 18, 2012

END OF DOCUMENT