ADVOCATES FOR MENTALLY ILL HOUSING, Inc dba AMI HOUSING

Invitation To Bid

For

Placer County Homekey+
Carriage Court Project
140 E Hilcrest Drive
Auburn, CA 95603

Bids Due: 2:00 PM, Tuesday November 3, 2026

Date issued: October 16th, 2026

Pre-Bid Site Visit (upon request)

CONTRACT TIMELINE

1. BIDS DUE: By 2:00 PM, Tuesday November 3, 2026
   (See page 3 of Invitation for Bid)

2. BID OPENING: 2:05 PM, Tuesday November 3, 2026
   (See page 3 of Invitation for Bid)

3. BIDS TO REMAIN OPEN FOR **30** DAYS FROM DATE OF OPENING OF BIDS (See paragraph 21 of Instructions to Bidders)

4. NOTICE OF AWARD DUE WITHIN **30** DAYS OF OPENING OF BIDS (See paragraph 23 of Instructions to Bidders and same as 3 above)

5. BID BONDS OF UNSUCCESSFUL BIDDERS TO BE RETURNED WITHIN **10** DAYS OF AWARD BY AMIH (See paragraph 18 of Instructions to Bidders)

6. CONTRACT SIGNING AND BONDS DUE WITHIN **5** DAYS OF NOTICE OF AWARD (See paragraph 24 and 26 of Instructions to Bidders)

7. NOTICE TO PROCEED WITH WORK DUE WITHIN **15** DAYS OF CONTRACT SIGNING (See paragraph 25 of Instructions to Bidders)

8. CONSTRUCTION MUST BEGIN WITHIN **10** DAYS AFTER MAILING OF NOTICE TO PROCEED (See paragraph 2 of Contract)

9. CONTRACTOR MUST GIVE 72 HOURS WRITTEN NOTICE OF DATE WORK WILL COMMENCE.

10. PRECONSTRUCTION CONFERENCE WITHIN **5** DAYS OF NOTICE TO PROCEED (See Article III of Contract)

11. SCHEDULES AND BREAKDOWN OF PHASES OF CONSTRUCTION DUE IN **7** DAYS AFTER RECEIPT OF NOTICE TO PROCEED (See Article III of Contract)

12. WORK MUST BE COMPLETED WITHIN **210** DAYS OF MAILING OF THE NOTICE TO PROCEED (See Article III of Contract)

FOR: **Carriage Court Project**

LOCATED AT: **140 E Hilcrest Drive**

Bid submittals are to be received by mail, or if hand delivered, must be placed in a sealed envelope with the name of the project clearly printed on the front of the envelope and should be delivered to the AMI Housing Office at 3123 Professional Drive Suite 210 Auburn CA 95603. All bids will be dated and time-stamped once received by the AMI Housing (AMIH) representative.

Bids are due by 2:00 pm local time on November 3, 2026 for the above-mentioned project.

Bids received after said time will not be accepted and will be returned unopened.

At said place and time, and promptly thereafter, all bids that have been properly submitted will be publicly opened and read aloud. All interested parties are invited to attend.

AMIH will conduct this public bid opening through a teams meeting to be posted on the AMIH website Projects page. Projects

The work to be performed includes the following:

Convert the former Super 8 Hotel in Auburn CA into 54 studio units, 1 managers unit, office, and laundry room according to approved plans and clarification to the invitation to bid document.

Bids shall be: Lump Sum.

Bids must be for all of the work described herein unless the bid form specifically indicates a bid item is optional.

Bids must be for all work described herein unless the bid form specifically indicates a bid item is optional. Plans, specifications, proposal forms, project manuals and all documents relating to this project can only be obtained at the office or website Projects under *Current Requests for Bids and Proposals.*

Vendors must monitor the AMIH website Projects page to access addenda and other notices.
AMIH will not be providing printed copies of the plans to bidders for this project.

Contractor will be required to possess a **B** contractor's license at the time the bid is submitted.

A pre-bid walk-through will be available upon request at 140 E Hillcrest Drive, Auburn CA 95603.

Bids will be accepted from bidders who did not attend the pre-bid conference, but bidders will be charged with all the information disseminated at the pre-bid conference as if they had been present.

Questions regarding the Work or the contract Documents shall be emailed to amih@amihousing.org, due by 2:00 pm on Friday September 23, 2026.

Bids shall be received before **2:00 pm on November 3, 2026**. For all bids over $25,000, each bidder must submit a cashier's check, certified check or a bidder's bond in an amount equal to 10% of the total amount of the bid.

The bidder to whom a contract is awarded will be required to furnish a performance bond and a labor and materials bond guaranteeing faithful performance and payment of all debts related to this contract.

AMIH, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

This is a public works project, subject to the prevailing wage requirements of the California Labor Code. Copies of the prevailing rate of per diem wages are available at the California Department of Industrial Relations web site **www.dir.ca.gov/DLSR/PWD/.** Contractor shall not pay less than the prevailing rate of wages. No contractor or

subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015), unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor will comply with all requirements as provided and outlined in Attachment A. Contractor shall acknowledge that they have reviewed and will comply with the **DIR wage determinations for Placer County** applicable on the bid date. Link: https://link.edgepilot.com/s/b7129c78/n1XuBqsSMUCYmtuTYtctPg?u=https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm

No bid will be considered unless it is made on a form furnished by the AMI Housing and is made in accordance with the provisions of the proposal requirements and conditions set forth in the contract documents.

AMI Housing reserves the right to reject any or all bids.

DATED:_____:

By_____
Chief Executive Officer
AMI Housing

INSTRUCTIONS TO BIDDERS

FOR: **Carriage Court Project**

LOCATED AT: **140 E Hilcrest Drive, Auburn CA 95603**

1. DEFINITIONS

Bidder: One who submits a bid directly to AMIH as distinct from a sub-bidder who submits a bid to a bidder.

Successful Bidder: The lowest, qualified, responsive, responsible bidder to whom AMIH makes an award.

Bidding Documents:
- Invitation for Bid
- Instruction to Bidders
- Bid Form
- Bidders Bond or other security
- Experience Statement
- Subcontractor Listing
- Bidder's Representations
- Proposed Contract Documents
- Attachment A, State Prevailing Wage Labor Compliance Manual & Contract Language
- Any and all Addenda

2. COPIES OF BIDDING DOCUMENTS

Complete copies of the bid documents and specifications for use in preparing bids may be obtained in accordance with the Invitation for Bid. Bid documents are also available electronically and can be downloaded from Projects on the AMIH website. Addenda will also be posted to this location.

Partial sets of bidding documents will not be issued. Complete sets of bidding documents shall be used in preparing bids. AMIH assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. If bidder believes its set of bidding documents is incomplete, it shall be the responsibility of bidder to contact AMIH to confirm that Bidder has a complete set.

AMIH, in making copies of bidding documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

Each bidder must be prepared to submit, within five days of AMIH's request, written evidence of bidder's qualifications to perform the work. Bidders may be required to submit evidence that they have a practical knowledge of the particular work bid upon, and that they have the financial resources to complete the proposed work. In determining the bidder's qualifications, the following factors will be considered: work previously completed by the bidder and whether the bidder (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the work properly and expeditiously, (c) has the financial resources to meet all obligations incident to the work, and (d) has appropriate technical experience. Each bidder may be required to show that he or she has handled former work so that no just claims are pending against such work. No bid will be accepted from a bidder who is engaged on any work which would impair his or her ability to perform or finance this work.

Each bidder must hold a current valid contractor's license at the time of bidding or the bid will be rejected.

4. INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of the examination, bidder finds facts or conditions which appear confusing to bidder, bidder shall apply to AMIH for additional information and explanation before submitting the bid. However, no such supplemental information so requested or furnished shall vary the terms of the specifications or the Contractor's sole responsibility to satisfy himself or herself as to the conditions of the work to be performed, unless an addendum has been issued.

The submission of a bid by the bidder shall constitute the acknowledgment that, if awarded the contract, bidder has relied and is relying on bidder's examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on bidder's own knowledge of existing conditions on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of AMIH. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

Where technical reports or data have been utilized in the preparation of the contract documents, bidder may rely upon the accuracy of the technical data contained in such reports but not upon the interpretations or opinions contained therein for the completeness thereof for the purpose of bidding or construction.

Where plans and specifications contain drawings of physical conditions in or relating to existing surface conditions, including underground facilities, which are at or contiguous to the site, bidder may rely upon the accuracy of the data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction. If a mass diagram has been prepared for a project, it is for design purposes only. If it is made available to bidders, AMIH assumes no responsibility whatever for the information contained therein and makes no guarantees with respect to reliance thereon.

Before submitting a bid, each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the contract documents.

On request in advance, AMIH will provide each bidder access to the site to conduct such explorations and tests as each bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the contract documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by AMIH unless otherwise provided in the contract documents.

5. EXAMINATION OF CONTRACT DOCUMENTS

The contract documents shall consist of the following:

1. Invitation for Bid
2. Instruction to Bidders
3. Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award)
4. Contract
5. Addenda which pertain to the Contract
6. The Bonds or other security
7. Any supplementary conditions or any and all written agreements amending or extending the work, time or price contemplated
8. The Plans and Specifications and Drawings as identified in the Contract
9. Certificates of Insurance
10. Attachment A, State Prevailing Wage Labor Compliance Manual & Contract Language
11. Other:_____

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a bid shall constitute an acknowledgment upon which AMIH may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve that bidder from any obligation with respect to that bidder's bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents.

6. INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretations will be made to any bidder as to the meaning of the contract documents. Any ambiguities, inconsistencies in the plans and specifications or other contract documents, or problems which are visible by an inspection of the site or review of the contract documents shall be resolved prior to bidding. Request for an interpretation shall be made in writing and delivered to AMIH at least 10 days before the time announced for opening the proposals. Interpretations by AMIH will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. AMIH reserves the right to amend any contract language which it determines is ambiguous prior to award of the bid.

7. ADDENDA

Each bid shall include specific acknowledgment, in the space provided, of receipt of all addenda issued during the bidding period. Failure to so acknowledge will result in the bid being rejected as not responsive. The Contractor is responsible for verifying that all addenda have been received and for obtaining all addenda prior to submitting bids for the work.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the bidding documents as deemed advisable by AMIH.

Addenda will be mailed or delivered to all parties recorded as having received the bidding documents. No addenda will be issued later than four days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

8. BIDS

Bids shall be made on the blank forms prepared by AMIH and included herein. Bidders may extract these pages from the book of specifications or submit the entire book. All bids shall give prices, both in writing and in figures, and shall be signed by the bidder or bidder's authorized representative with bidder's address and shall provide all other information requested on the bid form. If the bid is made by an individual, his or her name, signature and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership must be shown; if made by a

corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation.

9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be included in a sealed envelope addressed to AMIH. If mailed, the bids shall be addressed to:

Submit Bids to:

In Person or Overnight Mail:

AMI Housing – Administrative Office
3123 Professional Drive, Suite 210
Auburn, CA 95603
Office Hours: 9am – 1pm, 1pm – 4pm

Via email:

AMIH@amihousing.org

Via Regular Mail:

AMIH
PO Box 5216
Auburn, CA 95604

The bid shall be identified on the outside with the bidder's name, license number and address and with the Project Title "Carriage Court Project"

Each bid shall be accompanied by the bid security if bid over $25,000 and other required documents.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" with the **Project Title** "Carriage Court Project**"** on the face thereof.

Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Invitation for Bid, or the modified time and date indicated by addendum. Bids received after the time and date for receipt of bids will be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

Oral, telephone, or telegraph bids are invalid and will not receive consideration. No bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association.

10. PRE-BID CONFERENCE OR WALK-THROUGH

A pre-bid conference or walk-through will not be held and is available upon request, at the project site at **140 E Hillcrest, Auburn CA 95603**

The representatives of AMIH, any consultants and/or Project Engineer/Architect will be present to answer questions. Any questions which, in the opinion of AMIH, cannot be answered by direct reference to the bidding documents will be answered by formal written addenda as outlined above.

The pre-bid conference or walk-through may include a tour of the site of the work conducted by representatives of AMIH. All interested parties are invited to attend.

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BID PRICE

The bid price shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents.

In the event of a difference between the price quoted in words and a price quoted in figures for the same quotation, the words shall be considered the amount bid. Discrepancies between the indicated sum or total of figures and the correct sum or total will be resolved in favor of the correct sum or total.

Accessibility Requirements (The BHBH grant and CA Building Code require compliance with ADA and CBC accessibility)
All improvements must comply with California Building Code Chapter 11A and 11B and ADA Title II accessibility standards. Any changes to access paths, bathrooms, bedrooms, or public areas must meet these codes.

Change Orders (per county agreement)
All change orders must be submitted in writing to AMIH and shall not proceed until approved in writing. Unauthorized changes may result in non-payment and contract breach.

Public Notification and Coordination (Required by the County as part of the project's community impact mitigation)
Contractor shall coordinate with AMIH to provide construction notices to adjacent neighbors and local officials. A point of contact shall be available during working hours to address public inquiries or complaints

11. BASIS OF BIDS

The bidder shall submit a lump sum price. Failure to comply may be cause for rejection.

Where specific quantities are given they are approximate only, being given as a basis for the comparison of bids, and AMIH does not, expressly or by implication, warrant that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by AMIH. The amount of the bid for comparison purposes will be the total of all project sites.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail; however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

a. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

b. As to lump sum items, the amount set forth in the "Total" column shall be the item price.

In accordance with the provision of Section 6707 of the State Labor Code, each bidder shall list, in any bid item calling for trenching of 5 feet or more in depth, the amount contained in the proposal for adequate trench and excavation sheeting, shoring, and bracing or equivalent method for the protection of life and limb which shall conform to applicable Safety Orders.

12. TAXES

Bid prices shall include allowance for all federal, state and local taxes.

13. CONTRACT TIME

The date by which the work is to be completed (the contract time) is set forth in the contract documents.

14. SUBSTITUTE MATERIAL AND EQUIPMENT

The contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the specifications without consideration of possible substitute or "co-equal" items. Whenever it is indicated in the drawings or specified in the specifications that a substitute or "co-equal" item of material or equipment may be furnished or used by Contractor if acceptable to AMIH, application for such acceptance will not be considered by AMIH until after the effective date of the contract unless an addendum is issued to all bidders authorizing the use of a specified substitute. The procedure for submittal of any such application by Contractor and consideration by AMIH is set forth in the contract documents.

15. LIST OF SUBCONTRACTORS

Each bid shall have listed on the form provided herewith the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of the bid or, in the case of bids for construction of streets or highways, including bridges, in excess of one-half of one percent of the Contractor's total bid or $10,000, whichever is greater, per Public Contracts Code Section 4104. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work.

AMIH has the right to review the suitability and qualifications of any subcontractor or supplier proposed by the Contractor. As part of this review AMIH may request an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person and organization. If AMIH, after due investigation, has reasonable objection to any proposed subcontractor, AMIH may, before giving the notice of award, request the apparent successful bidder to submit an acceptable substitute without an increase in bid price. If the apparent successful bidder does not make such substitution, the contract shall not be awarded to such bidder, but Contractor's failure to make such substitution will not constitute grounds for sacrificing the bid security. Any subcontractor, other person or organization so listed and to whom AMIH does not make written objection prior to the giving of the notice of award will be deemed acceptable to AMIH subject to revocation of such acceptance after the effective date of the agreement as provided in the contract documents.

No Contractor shall be required to employ any subcontractor, other person or organization against whom Contractor has reasonable objection.

The Contractor may not change any subcontractor listed on its bid without written approval from AMIH after a determination that the requirements of Public Contracts Code Section 4107 have been met.

16. BID GUARANTY (BID BOND)

Bid Guaranty (Bid Bond) is required on all bids over $25,000. The bid shall be accompanied by a bid guaranty bond (bid bond) duly completed on the form provided herewith or a form which is substantially similar, by a guaranty company authorized to carry on business in the State of California, for payment to AMIH in the sum of at least 10 percent of the total amount of the bid, or alternatively by a certified or cashier's check, payable to AMIH in the sum of at least 10 percent of the total amount of the bid. A bid bond form which provides further payment of attorney's fees or which contains a termination date will not be considered to be "substantially similar". The amount payable to AMIH under the guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to AMIH as liquidated damages in case of a failure or neglect of the bidder to furnish, execute and deliver to AMIH the required performance and payment bonds, evidence of insurance, and to enter into, execute and deliver to AMIH the contract on the form provided herewith, within **5** days after being notified in writing by AMIH that the award has been made and the agreement is ready for execution.

All bonds shall have a power of attorney authorizing the signature of the person authorized to sign on behalf of the Surety attached to the bond. **The power of attorney signature shall be notarized.**

The bid bond shall name AMIH as beneficiary and shall specify that the bond is valid for the bid opening of this project as scheduled in the Invitation for Bid. **The 10% amount must be written. "see attached" will not be accepted and may deem your Bid non-responsive.**

17. RETURN OF BID GUARANTEES

Within 10 days after the bids are awarded, AMIH will return the bid guarantees (other than bid bonds) accompanying the bids for bids not considered in making the award. All other bid guaranties will be held until the contract has been fully executed, after which they will be returned to the respective bidders whose bids they accompany.

18. MODIFICATION OR WITHDRAWAL OF BIDS

Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipt of bids. Such notice shall be in writing over the signature of the bidder or be by telegram; if by telegram, written confirmation over the signature of bidder must have been mailed and postmarked on or before the date and time set for receipt of bids; it shall be so worded as not to reveal the amount of original bid. Bids may also be modified or withdrawn in person by the bidder or an authorized representative provided bidder can prove bidder's identity and

authority. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these instructions to bidders.

If, within 24 hours after bids are opened, any bidder files a duly signed written notice with AMIH and promptly thereafter demonstrates to the reasonable satisfaction of AMIH that there was a material and substantial mistake in the preparation of the bid, that bidder may withdraw his or her bid and the bid security will be returned. Thereafter, that bidder will be disqualified from further bidding on the work.

19. OPENING OF BIDS

Bids will be opened publicly and read aloud. An abstract of the amounts of the base bids and major alternates (if any) will be made available after the opening of bids.

20. BIDS TO REMAIN OPEN

All bids shall remain open and subject to acceptance for a period of **60** days from the date of opening, but AMIH may, in AMIH's discretion, release any bid and return the bid security prior to that date.

21. POSTPONEMENT OF OPENING

AMIH reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in the advertisement.

22. AWARD OF CONTRACT - PROTESTS

The award of the contract, if awarded, will be made to the lowest responsive, responsible bidder whose bid complies with all the requirements stated herein. The lowest bidder will be the bidder whose total bid price for all project sites combined is lowest. AMIH will determine after receipt of bids which site or sites will be included in the contract based on the bid amounts for each respective phase as submitted by the lowest bidder. Within **60** days after the time of opening the bids, AMIH will act either to accept a proposal or to reject all proposals. The acceptance of a proposal will be evidenced by a notice of award of contract in writing, delivered in person or by mail to the bidder whose proposal is accepted. No other act of AMIH shall constitute acceptance of a bid. The award of contract shall obligate the bidder whose bid is accepted to furnish a performance bond, payment bond and evidences of insurance (certificates of insurance and endorsements specified in the contract) and execute the agreement set forth in the contract documents.

AMIH reserves the right to reject any and all bids and to waive any and all formalities, and the right to disregard all nonconforming, non-responsive, or conditional bids. AMIH reserves the right to reject the bid of any bidder if AMIH believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by AMIH. AMIH reserves the right to reject any bids which omit a bid on any one or more items on which bids are required; any bids which omit unit prices if unit prices are required; any bids in which unit prices are unbalanced in the opinion of AMIH; any bid accompanied by insufficient or irregular bid security; and any bids from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

It is AMIH's intent to accept alternates (if any are accepted) in the order in which they are listed in the bid form, but AMIH may accept them in any order or combination.

AMIH may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided herein. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by AMIH.

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered, and AMIH may likewise elect to reject all bids received.

AMIH may conduct such investigations as AMIH deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the contract documents to AMIH's satisfaction within the prescribed time. AMIH reserves the right to reject the bid of any bidder who does not pass any such evaluation to AMIH's satisfaction.

If the contract is to be awarded, it will be awarded to the lowest bidder whose evaluation by AMIH indicates to AMIH that the award will be in the best interests of the project.

Protests and Appeals:

Bid Protest. Any bid protest must be in writing, received by AMIH 3123 Professional Drive, Auburn CA 95603, CA, before 5:00 p.m. no later than five working days following the notice of intent to award (herein referred to as the Bid Protest Deadline), and must comply with the following requirements:

1. General. Only a bidder who has actually submitted a Bid Form is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by AMIH, the protesting bidder must submit a non-refundable fee in the amount specified by AMIH, based upon AMIH's reasonable costs to administer the bid protest. Any such fee must be submitted to AMIH no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section 1, a "working day" means a day that AMIH is open for normal business, and excludes weekends and holidays observed by AMIH.
2. Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. Copy to Protested Bidder(s). A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Bidders Response to Protest. The protested bidder may submit to the AMIH a written response to the protest, provided the response is received before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.
    4.1 Copy to Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
5. Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
6. Right to Award. The AMIH Board of Supervisors reserves the right to award the Contract to the bidder it has determined to be the responsive, responsible bidder submitting the lowest bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

23. SIGNING OF AGREEMENT

When AMIH gives a Notice of Award to the successful bidder, it will be accompanied by unsigned counterparts of the agreement and all other contract documents.

Three (3) copies of the contract documents will be prepared by AMIH. All copies will be submitted to Contractor, and Contractor shall execute the contract, insert executed copies of the required bonds and power of attorney, and submit all copies to AMIH within five (**5)** days. The date of execution of the contract shall be left blank for filling in by AMIH.

24. NOTICE TO PROCEED

AMIH shall give the successful bidder written notice to proceed with the work within **7** days of the execution of the contract. Notwithstanding any other provision of the contract, AMIH shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not AMIH has knowledge of the furnishing of such work.

25. PERFORMANCE AND OTHER BONDS

The contract documents set forth AMIH's requirements as to performance and other bonds. When the successful bidder delivers the executed contract to AMIH, it shall be accompanied by the required contract security. The bonds shall be provided on AMIH's forms or on forms which are substantially similar. Notwithstanding any language contained in the bonds, AMIH shall not be liable for attorney's fees either for the enforcement of the bond or for any other action under this Contract. Bonds shall not contain any date of termination.

26. CONTRACTUAL RESTRICTIONS

No official of AMIH who is authorized in such capacity and on behalf of AMIH to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for AMIH who is authorized in such capacity and on behalf of AMIH who is in any legislative, executive, supervisory, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

27. POSTING SECURITY IN LIEU OF RETENTION

The Contractor may elect to receive 100% of payments due under this contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with AMIH in accordance with the provisions of Section 22300 of the California Public Contract Code; except that no such substitution shall be allowed where federal money is funding the project and federal regulations or policies would prohibit such substitution of securities for the retention. Securities eligible for investment shall include those listed in Section 16430 of the California Government Code, or bank or savings and loan certificates of deposits. Such securities, if deposited by the bidder, shall be valued by AMIH whose decision on the valuation of the securities shall be final. The bidder shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon.

28. LIQUIDATED DAMAGES

The AMIH is authorized by Government Code Section 53069.85 to assess liquidated damages for delay. AMIH refers bidders to the Contract for review of the liquidated damages provision to be included in this Contract.

Insurance Requirements: (Based on state and County grant requirements)
Contractor shall provide and maintain during the entire term of the contract:

- Commercial General Liability Insurance: $1,000,000 per occurrence / $2,000,000 aggregate
- Workers' Compensation Insurance (per CA Labor Code)
- **Builder's Risk Insurance will be provided by the owner.**
- Automobile Liability Insurance $1,000,000
- Contractor shall name **Placer County and AMIH as additional insureds** and provide certificates prior to Notice to Proceed.

CHECKLIST OF DOCUMENTS ENCLOSED BY BIDDER

Bidder shall acknowledge that he or she has enclosed all required Bidding Documents listed herein by signing his or her initials in "Bidder" column, after each item.

DOCUMENT	SIGNATURES	
	BIDDER	AMIH REP.
1. BID FORM (signed)		
2. ACKNOWLEDGMENT OF ADDENDA		
3. BID SECURITY: Bid Bond for bids over $25,000 **(must be signed and Notarized by corporate surety)**; or Cashier's Check; or Certified Check; or Cash		
4. EXPERIENCE STATEMENT FORM		
5. SUBCONTRACTOR LISTING (signed)		
6. BIDDER'S REPRESENTATIONS: (BIDDER'S QUALIFICATIONS, NONCOLLUSION DECLARATION)		

BID FORM
(AMIH Standard Form Bid Document)

BID TO AMI HOUSING FOR: **Carriage Court Project**

Name of Bidder_____

The work to be done and referred to herein is in Placer County, State of California, and shall be constructed in accordance with the Plans, Specifications (including the payment of not less than the wages rates set forth therein) and the Contract annexed hereto.

The work to be done is shown upon project documents entitled: **Carriage Court Project and listed below for each applicable site location.** The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation, and in submitting this bid, the undersigned bidder agrees that he or she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to and all other documents listed or incorporated in the bidding documents and contract documents; and bidder proposes, and agrees if this bid is accepted, that bidder will contract with the AMIH in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of AMIH as therein set forth, and that bidder will take in full payment therefor the following:

Item No.	Item	Unit of Measure	Total
Aggregate Lump Sum cost - Carriage Court Project		Aggregate cost	

Aggregate Lump Sum Cost:

Total of Bid (in figures): _____

Total of Bid (in words): _____

The undersigned bidder agrees to furnish the required bonds or other security and to enter into a contract within the time specified in the Instructions to Bidders and further agrees to complete all work covered by the bid, in accordance with all requirements of the contract.

Receipt of copies of the following addenda is hereby acknowledged.

Addendum No.	Bidder's Signature	Date Acknowledged
_____	_____	_____
_____	_____	_____

All addenda received have been considered in preparation of this bid.

Enclosed herewith are the Bid Form, Bid Bond or other security, Experience Statement, Subcontractor Listing and Bidder's Representations form.

In submitting this bid it is understood that the right is reserved by AMIH to reject any and all bids, and it is understood that this bid may not be withdrawn during the period set forth in the Instructions to Bidders.

Envelopes containing bids must be marked as required by the Instructions to Bidders.

AMIH reserves the right to reject any and all bids and to waive any irregularities in bids.

The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

Prices bid shall include overhead, profit and all applicable taxes.

By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

A bid bond for bids over $25,000 will accompany this bid in a sum of not less than ten percent (10%) of the total amount of the bid and shall be on a form approved by AMIH or a form which is substantially similar, which is attached hereto.

If this bid shall be accepted and the undersigned shall fail to contract as aforesaid, and to give the performance bond and labor and material bond as required in the contract with a surety satisfactory to AMIH within the number of days set forth in the Instructions to Bidders after receipt of notice that the contract has been awarded to the undersigned, AMIH may, at its option, determine that the bidder has abandoned the contract and thereupon the award of the contract shall be null and void and the bidder and surety shall forfeit the security accompanying this bid to AMIH.

Accompanying this bid is: Circle one: Bidder's Bond -- Cashier's Check -- Certified Check – Cash

for $_____, an amount equal to ten percent (10%) of the total bid. ****Note: **10% amount must be written. "see attached" will not be accepted and may deem your Bid non-responsive.**

The names of individuals who are principals in any partnership, joint venture, business association or corporation in the foregoing bid are as follows:

_____ _____

_____ _____

Licensed in accordance with an act providing for the registration of contractors, **License No.**_____

DATED: _____ _____
Authorized Signature of Bidder

EXPIRATION DATE OF CONTRACTOR'S LICENSE: _____

CLASSIFICATION OF CONTRACTOR'S LICENSE: _____

DIR# _____ FEDERALTAX ID. NO.: _____

PRINTED NAME OF AUTHORIZED REPRESENTATIVE: _____

BUSINESS ADDRESS: _____

PLACE OF RESIDENCE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a bidder is a joint venture, the documents must be signed by an authorized officer of each firm to the joint venture and shall include the California Contractor's License number of each partner to the joint venture. The signature of any attorney-in-fact must be notarized.

BIDDER'S BOND

STATE OF CALIFORNIA

AMI Housing Inc

KNOW ALL PERSONS BY THESE PRESENT,

That we, _____as principal, and _____ _____as surety, are held and firmly bound unto AMI Housing in the sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to AMIH for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to AMIH, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of $_____****Note: The 10% amount must be written. "see attached" will not be accepted and may deem your Bid non-responsive.**

The condition of this obligation is such that whereas the principal has submitted the above-mentioned bid to AMIH, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Auburn, California on _____, 20___ for _____**.**

NOW, THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required by the contract documents, after the prescribed forms are presented to him or her for signature, enters into a written Contract, in the prescribed form, in accordance with the bid, and files two bonds with AMI Housing, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Notice to Surety shall be provided at:

_____
_____
_____

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20__.

_____ Seal _____ Seal

_____ Seal _____ Seal

_____ Seal _____ Seal

Principal Surety

NOTE: **Signature of Surety must be notarized** Power of attorney for surety with corporate seal affixed must be attached.

EXPERIENCE STATEMENT

The following outline is a record of the bidder's or subcontractor's recent experience in construction of a type similar in magnitude and character to that contemplated under this Contract. Additional numbered pages shall be attached to this page as required. Each page shall be headed "Experience Statement" and signed.

FAILURE TO COMPLETE WILL RESULT IN BID DISQUALIFICATION

1.) PROJECT NAME: _____
DATE: _____
INSPECTOR NAME _____
PHONE # _____
CONTRACT AMOUNT: _____
WORK PERFORMED: _____

2.) PROJECT NAME: _____
DATE: _____
INSPECTOR NAME _____
PHONE # _____
CONTRACT AMOUNT: _____
WORK PERFORMED: _____

3.) PROJECT NAME: _____
DATE: _____
INSPECTOR NAME _____
PHONE # _____
CONTRACT AMOUNT: _____
WORK PERFORMED: _____

4.) PROJECT NAME: _____
DATE: _____
INSPECTOR NAME _____
PHONE # _____
CONTRACT AMOUNT: _____
WORK PERFORMED: _____

_____
Signature of Contractor

Listed hereunder is the name, Contractor's license number, the address of place of business, and the category of the work on the Contract for each subcontractor who will perform work or labor or render service to the undersigned bidder in or about the construction of the work hereinabove described, in excess of one-half of one percent (0.5%) of the total bid, if the Contract for the said work is awarded to the undersigned.

(Attach additional sheet, if necessary, and note attachment on this page.)

Name of Subcontractor	Contractor's License #	DIR Registration Number	Location of Business	Category of Work To Be Performed	% of Total Work

Signature of Contractor/Bidder: _____

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID FORM SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

BIDDER'S REPRESENTATIONS

I, the undersigned, declare as follows:

1. BIDDER'S QUALIFICATIONS: That neither I nor a company of which I am more than 50% owner have been disqualified from bidding, removed from a public works construction project or otherwise been prevented from bidding because of a violation of law or a safety regulation.

   Further, I declare under penalty of perjury that neither I nor a company of which I am more than a 50% owner have had more than one final, unappealable finding of contempt of court by a Federal court within the immediately preceding two year period because of failure to comply with an order of the Federal court (Public Contract Code Section 10232), which orders the Contractor to comply with an order of the National Labor Relations Board.

   Further, I declare under penalty of perjury that I have not been convicted by any court of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract.

2. WORKER'S COMPENSATION CERTIFICATION (LABOR CODE SECTION 1861): That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. NONCOLLUSION DECLARATION: I, the undersigned, declare that I am the _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

   DATED:_____

   BIDDER SIGNATURE:_____