



ADDENDUM NO. 1

RFP-OPS-2026-006 — Ramkabir Permanent Supportive Housing Project
General Contractor Services | Community Action Partnership of Kern

Date of Issuance: August 13, 2026

Issued by: Elizabeth Garcia-Vargas, Procurement Supervisor, procurement@capk.org

Proposal Due Date: UNCHANGED — September 8, 2026, 2:00 p.m.

Vendor Question Deadline: UNCHANGED — August 25, 2026, 5:00 p.m.

This Addendum modifies RFP-OPS-2026-006 as set forth below and is issued to all prospective proposers. All other terms and conditions of the RFP remain unchanged and in full force. **Each proposer shall acknowledge receipt of this Addendum on the form at the end of this document and include the signed acknowledgment with its proposal. Failure to acknowledge an addendum may render a proposal non-responsive.**

ITEM 1 — Differing Site Conditions (NEW)

The following new Article is **ADDED** to Attachment B, Form of Construction Contract, and is incorporated into the RFP as a Key Contract Term under Section X.A:

DIFFERING SITE CONDITIONS. (a) If the Contractor encounters (i) subsurface or otherwise concealed physical conditions at the Site that differ materially from those indicated in the Contract Documents, or (ii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in work of the character provided for in the Contract Documents, the Contractor shall give written notice to CAPK and the Architect promptly, and in no event later than seven (7) days after the condition is first observed, and before the condition is disturbed.

(b) CAPK, with the Architect, will promptly investigate the condition. If CAPK determines that the condition differs materially and causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, CAPK shall issue a written change order adjusting the Contract Sum, the Contract Time, or both. Adjustments to the Contract Sum shall be limited to documented actual cost plus the fixed overhead-and-profit markup stated in the Contract Documents; CAPK does not use cost-plus-a-percentage-of-cost pricing.

(c) No adjustment will be made to the extent the condition was disclosed in, or is reasonably inferable from, the Contract Documents, including the hazardous-materials surveys at Attachment E.

(d) The inclusion of the hazardous-materials surveys at Attachment E in the Contract Documents does not, of itself, render every physical condition at the Site foreseeable for purposes of this Article or of the Excusable Delay provisions of this Contract.

ITEM 2 — Excusable Delay and Time Extensions (REPLACED)

Section XI of the RFP, under the heading "Excusable Delay and Time Extensions," and the corresponding Excusable Delay provision of Attachment B, are **DELETED IN THEIR ENTIRETY AND REPLACED** with the following:

EXCUSABLE DELAY AND TIME EXTENSIONS. The Contractor's sole remedy for excusable delay is an extension of the Contract Time by written change order. A delay is excusable if it is beyond the Contractor's control, is not concurrent with a Contractor-caused delay, and is not caused by the Contractor's acts or omissions. Without limiting the foregoing, the following constitute excusable delay when they satisfy those conditions: (i) a differing site condition for which an adjustment is granted under the Differing Site Conditions Article; (ii) delay in the issuance of a permit, inspection, Certificate of Occupancy, or Temporary Certificate of Occupancy by the City of Bakersfield that is not attributable to the Contractor's acts, omissions, or incomplete or non-conforming Work; (iii) changes in the Work directed by CAPK; and (iv) fire, flood, epidemic, governmental order, or other event of force majeure.

Consistent with the Homekey+ Notice of Funding Availability, ordinary weather, construction labor shortages, and supply-chain conditions do not constitute excusable delay. A written request for extension, with supporting critical-path schedule analysis demonstrating the impact to the Contract Completion Date, must be submitted within seven (7) days of the event or the claim is waived.

An excusable delay entitles the Contractor to an extension of the Contract Time only. The Contractor is not entitled to delay damages, extended field or home-office overhead, lost productivity, or other compensation for delay, except where the delay arises from a differing site condition or a change in the Work directed by CAPK, in which case the adjustment is limited to the change-order pricing rules of the Contract.

ITEM 3 — Liquidated Damages (REVISED)

Following further analysis of CAPK's actual delay costs, including the availability of veteran housing vouchers for a portion of the assisted units and CAPK's funding of project-management and insurance costs through its normal operating budget, the liquidated-damages provisions are revised as follows.

3.1 Daily rate for Substantial Completion.

In Section XI of the RFP and in the Liquidated Damages provision of Attachment B, the amount "\$5,000 *per calendar day*" is **DELETED** and replaced with "\$1,966 *per calendar day*." The revised rate is derived from the Liquidated Damages Worksheet reissued as Attachment G with this Addendum.

3.2 Damages recital conformed.

The "Acknowledgment of Damages" recital in Section XI of the RFP, and the corresponding recital in Attachment B, are **DELETED AND REPLACED** with the following:

Acknowledgment of Damages. The parties acknowledge and agree that if the Contractor fails to achieve Substantial Completion by the Contract Completion Date, CAPK will sustain substantial damages that are, and will be, extremely difficult and impractical to ascertain with precision. Such damages include, without limitation: the cost of providing clients interim housing (motel or other

temporary living space) each day until the units can be occupied; extended construction-utilities carrying costs; lost or delayed operating subsidies and rental revenue for the supportive-housing units; the delayed delivery of housing to a vulnerable population; and material jeopardy to time-limited Homekey+ grant funding, which is subject to fixed state deadlines and potential deobligation or recapture by the California Department of Housing and Community Development. Accordingly, the parties agree that the liquidated-damages amount set forth below represents a reasonable estimate, made as of the date of contract formation, of the damages CAPK would suffer from delayed completion, and does not constitute a penalty.

3.3 Final Completion liquidated damages deleted.

The provision assessing liquidated damages of \$1,100 per calendar day for delay in achieving Final Completion is **DELETED IN ITS ENTIRETY**. No liquidated damages are assessed for delay in achieving Final Completion. The Final Completion Date remains a Contract requirement, and failure to achieve Final Completion remains a basis for termination for default and for the withholding of retention and final payment as provided below.

3.4 Retention conditioned on closeout.

Section X.A.v of the RFP and the Retention provision of Attachment B are **SUPPLEMENTED** by the following:

Retention in the amount of five percent (5%) of each progress payment shall be withheld and shall not be released until the Contractor has achieved Final Completion, including closure of all punch-list items and delivery to CAPK of all closeout submittals required by the Contract Documents — as-built drawings, warranties, operation and maintenance manuals, final unconditional lien releases from the Contractor and all subcontractors and suppliers, and all certified payroll records required for prevailing-wage compliance. Release of retention is otherwise governed by applicable law.

3.5 Attachment G reissued.

The Liquidated Damages Worksheet at Attachment G is reissued with this Addendum and supersedes the version issued with the RFP. Proposers shall rely on the reissued Attachment G.

ITEM 4 — Owner Allowances Deleted (CORRECTION)

Owner Allowances are not used in this procurement. No Attachment I was issued. All abatement, fire-damage restoration, and structural/seismic scope shown in the Construction Documents is included in the firm base lump sum, and the Differing Site Conditions Article added by Item 1 is the adjustment mechanism. The following corrections are made:

- Section VI.E is revised to read: "The cost proposal (lump sum, with the unit prices required by the forms, including a separately-stated site-security line item and a per-guard-hour unit rate per Section II above);" — the words "and allowances" are deleted.
- Section IX.B, Evaluation Criterion 3, is revised to read: "Price (lump sum and unit prices)" — the words "with allowances and" are deleted. The point value for this criterion is unchanged.
- Attachment C, Cost Proposal Form C-1: the paragraph beginning "Owner Allowances are carried in the Contract Sum..." is deleted in its entirety; the line "Base Lump Sum Proposal" is revised to read "Base Lump Sum Proposal (Sections 2.1–2.8 scope, exclusive of Site Security below)"; and the total line is

revised to read "TOTAL BASE PROPOSAL (Base Lump Sum + Builder's Risk + Site Security Lump Sum)". A replacement Attachment C is issued with this Addendum and must be used.

- All references in the RFP to "Attachment I" are deleted. No Attachment I exists.

ITEM 5 — Evaluation Criterion 6, Title Conformed (CORRECTION)

The point values and weighting of all evaluation criteria in Section IX.B are **UNCHANGED**. The title of Criterion 6 is conformed to Section VI.G of the RFP as follows:

#	Evaluation Criterion — as revised	Max Points
6	Small, Local, and Veteran Business Participation / Subcontracting Outreach Plan	5 (unchanged)

ITEM 6 — Substantial Completion by Temporary Certificate of Occupancy (CLARIFICATION)

For the avoidance of doubt, and as already provided in Section X.A.i, Substantial Completion is achieved upon issuance of either a Certificate of Occupancy or a Temporary Certificate of Occupancy by the City of Bakersfield Building Department for all units, subject only to a punch list of minor items that do not prevent occupancy. A full Certificate of Occupancy is not required to achieve Substantial Completion or to stop the accrual of liquidated damages.

ATTACHMENTS TO THIS ADDENDUM

- Attachment C (replacement) — Proposal Forms, cost proposal form revised per Item 4.
- Attachment G (reissued) — Liquidated Damages Worksheet supporting the revised rate per Item 3.

ACKNOWLEDGMENT OF ADDENDUM NO. 1

The undersigned acknowledges receipt of Addendum No. 1 to RFP-OPS-2026-006 and confirms that its proposal is based upon the RFP as modified by this Addendum. This signed acknowledgment must be included with the proposal.

Proposer / Firm Name: _____

By (Signature): _____

Name / Title: _____

Date: _____

ATTACHMENT C

REPLACEMENT — ISSUED WITH ADDENDUM NO. 1

This Attachment C replaces the Attachment C issued with the RFP and must be used. The prior version referred to Owner Allowances and to an "Attachment I" that was not issued. Owner Allowances are not used in this procurement.

Each proposal shall include, in the order required by RFP Section 7.1, the following completed forms. Use additional sheets as needed; all forms must be signed by an individual authorized to bind the Proposer.

C-1. Cost Proposal Form

Proposer shall submit the cost proposal below, in accordance with RFP Section 10.

All Work shown in the Contract Documents — including hazardous-materials abatement, fire-damage restoration, and seismic/structural retrofit — is detailed in the Contract Documents and shall be priced within the firm base lump sum. Genuinely concealed or unknown physical conditions are addressed by the Differing Site Conditions provision of the Contract added by Addendum No. 1, and are adjusted by change order to documented actual cost plus the fixed overhead-and-profit markup, with an adjustment of the Contract Time where warranted.

Base Lump Sum Proposal (all Work in Sections 2.1–2.8, including hazardous-materials abatement, fire-damage restoration, and seismic/structural retrofit as detailed in the Contract Documents; exclusive of Builder's Risk and Site Security below)	\$
Builder's Risk Insurance	\$
Site Security — Lump Sum, base coverage per Section 2.8 minimum standard, for the Contract Time	\$
Site Security — Per-Guard-Hour Unit Rate (for CAPK-directed adjustment by change order)	\$ / hour
TOTAL BASE PROPOSAL (Base Lump Sum + Builder's Risk + Site Security Lump Sum)	\$

Alternates (if any are requested by Addendum):

Proposer / Firm Name: _____

By (Signature): _____

Name / Title: _____

Date: _____

C-2. References Form

Provide at least three (3) verifiable references for comparable, completed, on-time projects within the last seven (7) years, preferably occupied or adaptive-reuse residential rehabilitation or permanent supportive / affordable housing, including at least one completed on a fixed, deadline-driven schedule. Attach additional sheets for more than three references.

Ref. No.	Project Name / Address	Owner / Client Contact (Name, Phone, Email)	Contract Value	NTP Date	Substantial Completion Date	LDs Assessed? (Y/N)
1						
2						
3						

Briefly describe the comparable scope of work for each reference listed above (attach additional sheets as needed):

Reference 1: _____

Reference 2: _____

Reference 3: _____

Proposer / Firm Name: _____

By (Signature): _____

Name / Title: _____

Date: _____

**Community Action Partnership of Kern
Ramkabir Permanent Suportive Housing
Liquidated Damages Daily Rate Worksheet**

901 Union Avenue, Bakersfield, CA 93307 | Procurement File

SECTION 1 — Client Interim Housing / Relocation Cost	
Item	Value
Homekey+ Assisted Units potentially requiring interim housing	15
Interim housing / motel nightly rate per unit (\$/night)	\$130
Daily Client Interim Housing Cost	\$1,950

SECTION 2 — Construction Utilities Carry Cost	
Item	Value
Assumed monthly temporary construction utilities cost (\$)	\$500
Daily Construction Utilities Carry Cost	\$16

DAILY LIQUIDATED DAMAGES RATE BUILD-UP	
Item	Value
Client Interim Housing / Relocation Cost	\$1,950
Construction Utilities Carry Cost	\$16
DAILY LIQUIDATED DAMAGES RATE	\$1,966