

Community Action Partnership of Kern

ADDENDUM NO. 2

RFP OPS 2026-006 — Ramkabir Permanent Supportive Housing Project

General Contractor Services | Community Action Partnership of Kern

Date of Issuance:	September 1, 2026
Issued by:	Elizabeth Garcia-Vargas, Procurement Supervisor, procurement@capk.org
Proposal Due Date:	Wednesday, September 9, 2026, 2:00 p.m. — see Item 1
Vendor Question Deadline:	CLOSED — 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, as previously modified by Addendum No. 1, 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.

Proposers are directed to Item 2 below. This Addendum supersedes portions of RFI Response No. Bid Document 'A'-001 dated August 28, 2026 — specifically Item 1 in part (temporary power), Items 16 through 21 (equipment, furniture, and fixtures), Items 23, 37, and 39 (roof tile), and Item 44 (price scoring). It also adds a required unit-price line to Attachment C, Form C-1 (Item 9.5). Any proposer that has priced the Work in reliance on those responses must revise its pricing to conform to this Addendum.

ITEM 1 — PROPOSAL DUE DATE (FORMALIZED)

The Proposal Due Date is REVISED from 2:00 p.m., September 8, 2026 to 2:00 p.m., Wednesday, September 9, 2026. Proposals shall be delivered in accordance with the Proposal Submission Information in the RFP; the place and manner of delivery are unchanged.

This one-day extension was first announced in the response to Item 43 of RFI Response No. Bid Document 'A'-001. Because that document states on its face that it is a clarification only and does not modify the Construction Documents, and because RFI responses are not Contract Documents under the Order of Precedence set forth in Attachment B, the revised due date is established by this Addendum and by no other instrument.

ITEM 2 — STATUS OF RFI RESPONSE NO. BID DOCUMENT 'A'-001 (CLARIFICATION)

RFI Response No. Bid Document 'A'-001, dated August 28, 2026, states: "This RFI Response is a clarification only and does NOT MODIFY the construction documents dated 08-10-2026." That statement is correct and is confirmed. Responses to requests for information are not Contract Documents and do not appear in the Order of Precedence established by Attachment B, Form of Construction Contract.

Accordingly, where any RFI response conflicts with the Construction Documents, the RFP, or this Addendum, this Addendum governs. The following responses in RFI Response No. Bid Document 'A'-001 are SUPERSEDED IN THEIR ENTIRETY and shall not be relied upon:

- (a) Items 16, 17, 18, 19, 20, and 21 (equipment, furniture, and fixtures) — superseded by Items 3 and 4 of this Addendum.

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(b) Items 23, 37, and 39 (roof tile), to the extent they direct proposers to submit a bid for salvaged and reinstalled tile together with an alternative bid for all-new tile — superseded by Item 6 of this Addendum. No alternate bid is requested.

(c) Item 44 (price scoring) — superseded and answered in full by Item 7 of this Addendum.

(d) Item 1 (temporary power), as to the direction to draw temporary power from the northwest corner of the property — superseded by Item 9 of this Addendum. The balance of the response to Item 1, concerning permanent service routed underground from the southeast corner, stands.

The responses to Items 15 and 47 are corrected as to sheet reference only, at Item 3.5 below. The responses to Items 3 and 7 are clarified, as to temporary power only, at Item 9.8 below. All other responses in RFI Response No. Bid Document 'A'-001 stand as clarifications of the Contract Documents.

ITEM 3 — EQUIPMENT, FURNITURE, AND FIXTURES: RESPONSIBILITY FOR FURNISHING AND INSTALLATION (REVISED)

3.1 Correction of the record.

Note 2 of the EQUIPMENT NOTES appears verbatim and identically on the Equipment and Furniture Plan of every building in the Bid Set dated August 10, 2026, and reads:

"2. ALL FIXTURES ARE TO BE PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR UNLESS NOTED OTHERWISE."

No sheet in any building set states that fixtures are contractor-financed. The responses to Items 16, 17, 18, and 20 of the RFI Response, which state that "all fixtures are contractor financed and installed," are inconsistent with the drawings they cite and with the responses to Items 19 and 21 of the same document. The requirement is stated at Section 3.3 below and nowhere else.

3.2 Corrected sheet references.

The Equipment and Furniture Plan does not carry the same sheet number in every building. Proposers shall use the following:

Building	Equipment & Furniture Plan sheet(s)	Equipment Schedule marks	Furniture Schedule marks
100	A812	1 through 9 (diamond)	A through N (circle)
200	A813 and A814	1 through 11 (diamond)	A through N (circle)
300	A813 and A814	1 through 11 (diamond)	A through N (circle)
400	A812	1 through 4 (diamond)	1 through 7 (circle)

For the avoidance of doubt:

(a) No sheet A813 is issued for Building 100 or for Building 400. The Equipment and Furniture Plan for each of those buildings is sheet A812.

(b) Sheet A812 in the Building 200 set and sheet A812 in the Building 300 set are interior-elevation and finish-legend sheets. Neither contains EQUIPMENT NOTES, an EQUIPMENT SCHEDULE, or a FURNITURE SCHEDULE. References in the RFI Response to "Equipment and Furniture Plan sheet A812" are incorrect as to Buildings 200 and 300.

(c) The SHEET INDEX on sheet T100 does not agree with the sheets as issued in the Building 200, Building 300, and Building 400 sets. The Building 200 index lists the Equipment & Furniture Plan as A912; the Building 300 index lists it as A812 and A813; the Building 400 index lists it as A911. The sheets as issued govern. In the Building 400 set, the index titles for sheets A410 through A910 are likewise offset from the

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sheets as issued, and proposers shall rely on the sheets themselves. The Building 100 index is correct as issued.

(d) Where the SHEET INDEX and an issued sheet conflict, the issued sheet governs.

3.3 EQUIPMENT NOTES, Note 2, deleted and replaced.

Note 2 of the EQUIPMENT NOTES on Building 100 sheet A812, Building 200 sheets A813 and A814, Building 300 sheets A813 and A814, and Building 400 sheet A812 is DELETED IN ITS ENTIRETY AND REPLACED with the following:

2. RESPONSIBILITY FOR FURNISHING AND INSTALLATION.

(a) All items listed in the EQUIPMENT SCHEDULE on this sheet are CONTRACTOR FURNISHED AND CONTRACTOR INSTALLED. The Contractor shall furnish, deliver, store, protect, install, connect, test, and place in operating condition each item so listed, together with all rough-in, backing, blocking, anchorage, venting, ducting, plumbing, gas, electrical, and low-voltage work required for a complete and operating installation, whether or not that supporting work is separately detailed. The cost of these items and of their installation is included in the Base Lump Sum.

(b) All items listed in the FURNITURE SCHEDULE on this sheet are OWNER FURNISHED AND OWNER INSTALLED and are not in the Contractor's scope of Work, EXCEPT that wood window blinds — Furniture Schedule mark "N" on Building 100 sheet A812 and on Building 200 and Building 300 sheets A813 and A814 — are CONTRACTOR FURNISHED AND CONTRACTOR INSTALLED.

(c) Notwithstanding paragraph (b), the Contractor shall provide all in-wall blocking, backing, anchorage, receptacles, data outlets, and rough-in shown or reasonably required to receive Owner-furnished furniture, including wall-mounted televisions at Furniture Schedule mark "J."

(d) No item shown in the Contract Documents is Owner Furnished / Contractor Installed. The designation "OFCI" is not used on this Project.

(e) Where an item appears both in a schedule on this sheet and on the plumbing, mechanical, or electrical drawings, the Contractor's obligation to furnish and install that item is not thereby reduced. Refer to those drawings for equipment-specific requirements.

3.4 Building 400 schedule marks — symbol governs.

On Building 400 sheet A812 the EQUIPMENT SCHEDULE marks (1 through 4) and the FURNITURE SCHEDULE marks (1 through 7) use the same numerals. The marks are distinguished by symbol: a DIAMOND denotes the Equipment Schedule; a CIRCLE denotes the Furniture Schedule. Building 400 Equipment Schedule marks 1 through 4 are Contractor furnished and installed. Building 400 Furniture Schedule marks 1 through 7 are Owner furnished and Owner installed.

3.5 Window coverings — sheet reference corrected.

The responses to Items 15 and 47 of the RFI Response refer window coverings to "Equipment and Furniture Plan sheet A812 under 'Furniture Schedule' note 'N'." That reference is correct for Building 100 and incorrect for Buildings 200 and 300, where mark "N" appears on sheets A813 and A814. The substance of those responses is confirmed: window blinds are manually operated, no motorized shades are required, and no shade motors, controllers, wall switches, transformers, control wiring, or associated raceways are required. Per Section 3.3(b) above, the blinds are Contractor furnished and Contractor installed.

ITEM 4 — RESPONSIBILITY MATRIX (NEW)

The following matrix is added to the Contract Documents and controls the furnishing and installation responsibility for every scheduled mark. "CFCI" means Contractor Furnished and Contractor Installed. "OFOI"

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means Owner Furnished and Owner Installed. Model numbers are reproduced from the schedules for identification only; the schedules govern as to product, size, finish, and color.

Buildings 100, 200, and 300 — Equipment Schedule

Building 100, sheet A812: marks 1 through 9 only. Buildings 200 and 300, sheets A813 and A814: marks 1 through 11.

Mark	Item	Responsibility
1	Tankless water heater — by "Chronomite" — see electrical plan	CFCI
2	20 1/2" x 14 1/8" 2-burner cooktop — by "Empava" — Model No. EMPV-IDC12B2 — black	CFCI
3	23.19" x 21.50" refrigerator/freezer — by "Whirlpool" — Model No. WRT316SFDM — stainless steel (see note following this table)	CFCI
4	30" x 25" microwave hood — by "Whirlpool" — Model No. WMH31017H — stainless steel	CFCI
5	21 3/4" x 18 5/16" microwave oven — by "Whirlpool" — Model No. WMCS7022RW — stainless steel	CFCI
6	36" x 36" "ADA" range hood — by "Hauslane" — Model No. PRO500, with motion control and smart-phone compatibility — stainless steel	CFCI
7	60" x 34" accessible roll-in shower — by "Aquatic Advantage" — Model No. 1603BFST — white	CFCI
8	36" x 36" shower insert — by "Delta" — Model Nos. B12135-3636-WH and B12205-3636-WH — white	CFCI
9	A/C unit — see electrical plan	CFCI
10	20" x 20" stainless steel single-bowl drop-in sink — by "Elkay" — Model No. DPC1202010 (Buildings 200 and 300 only)	CFCI
11	60" x 32" alcove bathtub — by "Kohler" — Model No. K-26108-RA, style "Entity," white (Buildings 200 and 300 only)	CFCI

Note to Mark 3. The refrigerator/freezer is shown as Model No. "WRT316SFDM" on Building 100 sheet A812 and as Model No. "WRT316SFD" on Building 200 and Building 300 sheets A813 and A814. Proposers shall bid Whirlpool Model No. WRT316SFDM, or an "or equal" approved by the Architect, uniformly across Buildings 100, 200, and 300.

Buildings 100, 200, and 300 — Furniture Schedule

Mark	Item	Responsibility
A	48" x 20" drawer desk — by "Montego" — Model No. 1121-1-482030-PL-8298K	OFOI
B	Under-bedframe 36" x 16" 2-drawer chest — by "Montego" — Model No. 1119-LTS-361618-PL-8298K	OFOI
C	Twin XL memory foam mattress — by "Lux" — Model No. 9010TX-3XFM-398008	OFOI
D	Full size memory foam mattress — by "Lux" — Model No. 9010F-3XFM-547508	OFOI
E	Desk chair — by "Caroline" — Model No. 5537-222234-CHR-DY1	OFOI
F	40" x 18" media console — by "Montego" — Model No. 1160-401824-PL-8298K	OFOI
G	2-seat brown faux leather loveseat — by "Flash Furniture" — Model No. BT8272BN	OFOI
H	18" x 18" night stand — "Metro Nightstand" — Model No. SKU 6005	OFOI
J	Wall mounted television — typical (Contractor provides in-wall blocking, receptacle, and data outlet)	OFOI
K	Twin bed frame — by "Montego" — Model No. 1101TX-418250-PL-8298K	OFOI

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Mark	Item	Responsibility
L	Full size bed frame — by "Montego" — Model No. 1101F-567750-PL-8298K	OFOI
M	3-drawer wood dresser — by "Maxwood Furniture Inc" — Model No. P1900213000-187	OFOI
N	Wood window blinds — by "SWF Contract" — Traditions Wood Blinds	CFCI

Building 400 — sheet A812

Mark	Item	Responsibility
EQUIPMENT SCHEDULE (diamond marks)		
1 (diamond)	Range — by "Whirlpool" — Model No. WFES3030R	CFCI
2 (diamond)	Refrigerator/freezer — by "Whirlpool" — Model No. WRFC3036R	CFCI
3 (diamond)	Washer unit — by "Whirlpool" — Model No. WFW560CH	CFCI
4 (diamond)	Dryer unit — by "Whirlpool" — Model No. WED4720RW	CFCI
FURNITURE SCHEDULE (circle marks)		
1 (circle)	4-seat round table — style to be selected — typical	OFOI
2 (circle)	8-seat conference table — style to be selected — typical	OFOI
3 (circle)	L-shaped desk — typical	OFOI
4 (circle)	Copy machine — typical	OFOI
5 (circle)	Desk chair — style to be selected — typical	OFOI
6 (circle)	2 x 5 desk — style to be selected — typical	OFOI
7 (circle)	File cabinet, lateral — style to be selected	OFOI

Building 400 has no Furniture Schedule mark for window blinds. No window blinds are required in Building 400 unless shown elsewhere in the Contract Documents.

ITEM 5 — WARRANTY, SUBSTITUTIONS, AND CLOSEOUT FOR CONTRACTOR-FURNISHED EQUIPMENT (NEW)

- (a) All Equipment Schedule items are subject to the Material and Workmanship Warranty at Addendum "F" to the Form of Construction Contract on the same terms as all other Work.
- (b) The Contractor shall register each manufacturer's warranty in the name of Community Action Partnership of Kern, shall assign all manufacturer and supplier warranties to CAPK at Final Completion, and shall deliver copies of all warranties, operation manuals, and maintenance instructions as closeout submittals.
- (c) Products are specified by manufacturer and model number. Requests to substitute an "or equal" product shall be submitted in writing for the Architect's determination in accordance with the RFP and the Specifications. Proposers shall bid the products as specified.
- (d) The Contractor is responsible for the delivery, receipt, storage, protection, and security of all Contractor-furnished equipment until acceptance by CAPK, and bears the risk of loss for that equipment while it is in the Contractor's care, custody, or control, consistent with the builder's-risk requirements of the Contract Documents.

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ITEM 6 — ROOF TILE SCOPE RESOLVED; NO ALTERNATE REQUESTED (REVISED)

The Demolition Roof Plan and the Exterior Elevations conflict as to roof tile: the Demolition Roof Plan directs that existing clay tile be stored for reinstallation, while the Exterior Elevations show new tile. The responses to Items 23, 37, and 39 of the RFI Response addressed that conflict by directing proposers to submit two prices. That direction is withdrawn. The conflict is resolved as follows, and a single scope is established.

6.1 Base scope — all-new roof tile.

All existing clay roof tile within the area of work shall be removed. New clay roof tile shall be furnished and installed throughout all areas shown to receive roof tile on the Exterior Elevations, on all buildings, as follows:

Roof tile shall be straight barrel two-piece "Mission El Camino" blend by Boral Roofing, or approved equal. Final color shall be coordinated with and approved in writing by the Architect prior to ordering. The Contractor shall furnish and install all underlayment, flashing, battens, fasteners, ridge and hip treatment, closures, and accessories required for a complete, weather-tight installation in accordance with the manufacturer's published instructions and the California Building Code.

6.2 Salvage and storage requirements deleted.

All notes on the Demolition Roof Plan sheets directing that existing roof tiles be stored for future installation or reinstalled are DELETED. The Contractor is not required to salvage, store, protect, or reinstall existing roof tile. Existing roof tile removed in the course of the Work shall be legally disposed of by the Contractor as part of the Base Lump Sum, in accordance with the Construction Waste Management requirements on sheets T101 and T102.

6.3 "Angelus" tile callout deleted.

The keynote on the Exterior Elevations specifying "Angelus" clay roof tile by Gladding McBean & Co. is DELETED. As noted in the response to Item 39 of the RFI Response, that manufacturer does not offer that product. The product specified at Section 6.1 above governs.

6.4 No alternate bid.

No alternates are requested under this RFP. Proposers shall NOT submit an alternate price for roofing or for any other scope. The "Alternates (if any are requested by Addendum)" line on Attachment C, Cost Proposal Form C-1 is DELETED; proposers shall leave that line blank or mark it "None." An unsolicited alternate price will be disregarded and will not be scored, and shall not be construed as a condition, qualification, or exception to the proposal.

ITEM 7 — EVALUATION CRITERION 3 (PRICE): SCORING FORMULA PUBLISHED (NEW)

In response to Item 44 of the RFI Response, and to remove any subjectivity from the scoring of price, the following is ADDED to Section IX.B of the RFP. The point value of Evaluation Criterion 3 is UNCHANGED at 60 points, and the point values of all other criteria are unchanged.

7.1 Basis of award.

Award will be based on the TOTAL BASE PROPOSAL stated on Attachment C, Cost Proposal Form C-1 — that is, the sum of the Base Lump Sum, Builder's Risk Insurance, and Site Security Lump Sum lines. No alternates are requested and none will be evaluated or scored.

7.2 Price scoring formula.

Evaluation Criterion 3 shall be scored by the following formula, applied identically to every responsive proposal:

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$$\text{Price Score} = 60 \times \left(\frac{\text{Lowest Responsive TOTAL BASE PROPOSAL}}{\text{Proposer's TOTAL BASE PROPOSAL}} \right)$$

where "Lowest Responsive TOTAL BASE PROPOSAL" is the lowest TOTAL BASE PROPOSAL among all proposals determined by CAPK to be responsive and submitted by a responsible proposer. Scores are rounded to two (2) decimal places. The proposer submitting the lowest responsive TOTAL BASE PROPOSAL receives the full 60 points; every other proposer receives a proportionally lower score. No proposal receives a negative price score.

7.3 Illustration.

The following example is provided for clarity only and uses hypothetical figures:

Proposer	Total Base Proposal	Calculation	Price Score
Proposer A	\$8,500,000	$60 \times (8,500,000 \div 8,500,000)$	60.00
Proposer B	\$8,925,000	$60 \times (8,500,000 \div 8,925,000)$	57.14
Proposer C	\$9,775,000	$60 \times (8,500,000 \div 9,775,000)$	52.17

7.4 Unit prices.

Form C-1 requires two unit rates: the Site Security Per-Guard-Hour Unit Rate, and the Temporary Generator Power Per-Calendar-Week Unit Rate added by Item 9.5 of this Addendum. Both are rates for the administration of CAPK-directed changes. Neither is included in the TOTAL BASE PROPOSAL and neither is scored. Each must nonetheless be a reasonable, fully burdened rate inclusive of all labor, materials, supervision, insurance, and overhead and profit. A nominal, zero, or materially unbalanced rate may be considered in CAPK's determination of responsiveness.

7.5 Arithmetic and completeness.

If a proposal states a TOTAL BASE PROPOSAL that does not equal the sum of the Base Lump Sum, Builder's Risk Insurance, and Site Security Lump Sum lines, the sum of those three component lines shall govern for scoring and for award. Failure to complete any required price line on Form C-1 may render the proposal non-responsive.

ITEM 8 — ATTACHMENT C, FORM C-1: CORRECTIONS AND EFFECT ON THE COST PROPOSAL

The replacement Attachment C issued with Addendum No. 1 remains the form to be used. No further replacement form is issued. That form is corrected, supplemented, and clarified as follows.

8.0 One price line is ADDED. Item 9.5 of this Addendum adds a required "Temporary Generator Power — Per-Calendar-Week Unit Rate" line to Form C-1. Because no replacement form is issued, proposers shall state that rate on the face of Form C-1 or on an attached sheet clearly referencing this Addendum. Failure to state the rate may render the proposal non-responsive.

8.1 Scope included in the Base Lump Sum.

The Base Lump Sum shall include the furnishing and installation of every Equipment Schedule item in all four buildings, the wood window blinds at Furniture Schedule mark "N," and the all-new roof tile scope established at Item 6 above. No Owner allowance is provided for any of these items; Owner Allowances are not used in this procurement, per Addendum No. 1, Item 4.

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Proposers shall NOT carry any Equipment Schedule item as Owner-furnished and shall NOT exclude any Equipment Schedule item from the Base Lump Sum. Items listed in the Furniture Schedule, other than mark "N," shall be excluded from the Base Lump Sum.

8.2 Alternates line deleted.

Per Item 6.4 above, the "Alternates (if any are requested by Addendum)" line on Form C-1 is deleted. Proposers shall leave it blank or mark it "None."

8.3 Cross-references corrected.

The RFP is organized by Roman-numeral section. The following cross-references on Attachment C are corrected: the reference to "RFP Section 7.1" is corrected to read "RFP Section VI"; the reference to "RFP Section 10" is corrected to read "RFP Section VI.E." Any other numeric section reference appearing in the Attachments shall be read as referring to the correspondingly numbered Roman-numeral section of the RFP.

8.4 Notice to proposers.

Any proposer that prepared pricing in reliance on Item 1, Items 16 through 21, or Items 23, 37, or 39 of RFI Response No. Bid Document 'A'-001 must revise that pricing to conform to this Addendum before submitting its proposal, and must state the temporary generator unit rate required by Item 9.5.

ITEM 9 — TEMPORARY CONSTRUCTION POWER (REVISED)

9.1 RFI Response Item 1 withdrawn in part.

The response to Item 1 of RFI Response No. Bid Document 'A'-001 directed proposers to explore drawing temporary power from the existing electrical utility at the northwest corner of the property. That direction is WITHDRAWN. CAPK has since determined that no PG&E transformer is available within the maximum one-hundred-foot (100') service run from the northwest corner, and that the surrounding area is residential.

The remainder of that response STANDS: permanent electrical service will be routed underground from the southeast corner of the property from existing power at the nearest street corner.

9.2 Temporary power source.

An existing PG&E pole and transformer are located to the south, off 8th Street. CAPK is negotiating with the owner of the adjacent parcel at Union Avenue and 8th Street for (a) permission to set a pole and meter on that parcel, at a location approximately fifteen feet (15') from the property line, and (b) rights of access to install, maintain, and remove the temporary service. CAPK, working with the Architect, will initiate and manage the PG&E application. Installation is expected to require approximately two (2) months from commencement of the process.

9.3 Proposers shall not contact the adjacent property owner.

Proposers, their employees, subcontractors, and agents shall NOT contact the adjacent property owner or any occupant of the adjacent parcel regarding this Project, the temporary power service, or access, at any time before or after award. CAPK is conducting that negotiation directly. All questions shall be directed to procurement@capk.org.

9.4 Bid assumption — forty-five (45) calendar days of generator power.

Each proposer shall include in the Base Lump Sum temporary generator power adequate for the prosecution of the Work for forty-five (45) calendar days following the Notice to Proceed, including the generator and its delivery, setup, fueling, maintenance, and removal; fuel; fuel storage and secondary containment; temporary distribution, panels, and grounding; and all registrations and permits required for the generator.

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This is a common bid assumption stated so that all proposals are comparable. It is NOT a representation by CAPK that temporary utility service will be energized on or by that date. See Section 9.10.

9.5 Unit rate for extended generator operation.

Attachment C, Cost Proposal Form C-1 is SUPPLEMENTED with the following additional required price line, which each proposer shall complete and submit with its proposal, on the form or on an attached sheet clearly referencing this Addendum:

Temporary Generator Power — Per-Calendar-Week Unit Rate, fully burdened, for continued generator operation beyond the forty-five (45) calendar-day base period, as directed by CAPK by change order: \$_____ per calendar week

This unit rate is NOT included in the TOTAL BASE PROPOSAL and is NOT scored, consistent with Section 7.4 above. The rate shall be a reasonable, fully burdened weekly rate inclusive of generator rental, fuel at anticipated consumption, maintenance, and permitting. A nominal, zero, or materially unbalanced rate may be considered in CAPK's determination of responsiveness. CAPK reserves the right, if it determines the stated rate to be unreasonable, to furnish generator power itself or to procure it separately, in which case the Contractor shall afford access and cooperation at no additional cost.

9.6 No extension of Contract Time for the temporary-power period.

Temporary generator power of adequate capacity is a full substitute for temporary utility service for the Work anticipated during the temporary-power period. The temporary-power period is not on the critical path, and the Contractor shall sequence and prosecute the Work accordingly.

Accordingly, no extension of the Contract Time, and no relief from liquidated damages, will be granted on account of the date on which temporary utility service is energized. The Contractor's sole and exclusive remedy for temporary utility service energized later than forty-five (45) calendar days after the Notice to Proceed is payment, by change order, at the per-calendar-week unit rate stated under Section 9.5 for each additional calendar week or portion thereof of generator operation. That payment is limited to generator rental, fuel, maintenance, and permitting. The Contractor shall not be entitled to extended general conditions, extended field or home-office overhead, acceleration, lost productivity, or other delay damages on account of the temporary-power period, the Contract Time being unchanged.

Narrow exception. If a PG&E-required service outage, or a restriction imposed by a governmental authority on the operation of the generator, including any noise, permitted-hours, or air-quality restriction, actually prevents the performance of Work on the critical path, the Contractor may request an extension of the Contract Time under the Excusable Delay and Time Extensions provision as amended by Addendum No. 1, upon written notice with supporting critical-path schedule analysis submitted within seven (7) days of the event. This exception does not apply to the mere fact that temporary utility service is not yet energized.

This Section 9.6 applies only to temporary construction power. It does not limit any right the Contractor may otherwise have with respect to the energization of permanent electrical service.

9.7 Generator requirements.

- (a) Sizing. The Contractor shall determine the generator capacity required for its own means, methods, and sequencing, and is solely responsible for that determination. No claim for delay, disruption, or additional compensation arising from inadequate generator capacity will be allowed.
- (b) Noise. The site is bounded by residential uses. The generator shall be a sound-attenuated (critical-silenced) unit. The Contractor shall comply with the City of Bakersfield noise ordinance and with all permitted construction hours, and shall provide additional acoustic screening if directed by the City.
- (c) Air quality. Any portable diesel engine rated at fifty (50) brake horsepower or greater shall operate under either a current California Air Resources Board Portable Equipment Registration Program (PERP)

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registration or a San Joaquin Valley Air Pollution Control District permit, and shall meet the engine certification requirements of the California Airborne Toxic Control Measure for Diesel-Fueled Portable Engines. The Contractor shall obtain and maintain that registration or permit at its own cost and shall furnish copies to CAPK before mobilizing the generator.

(d) Fuel. The Contractor shall provide compliant fuel storage with secondary containment, spill prevention and response materials, and shall comply with all applicable fire-code and environmental requirements.

(e) Security and insurance. The generator, its fuel storage, and the temporary distribution equipment are within the site-security scope required by Section II of the RFP and shall be identified to the builder's-risk carrier as required to satisfy that carrier's protective-safeguards requirements. Loss of or damage to the generator and fuel while in the Contractor's care, custody, or control is the Contractor's risk.

9.8 Allocation of costs.

Item	Responsibility
Generator, delivery, setup, removal, maintenance	Contractor — in Base Lump Sum
Generator fuel	Contractor — in Base Lump Sum
CARB PERP registration or Air District permit for the generator	Contractor — in Base Lump Sum
Temporary distribution from the PG&E point of delivery	Contractor — in Base Lump Sum
Generator operation beyond 45 calendar days after NTP	CAPK — by change order at the Section 9.5 unit rate
PG&E service, connection, pole, meter, and related utility charges	CAPK
License, easement, and access rights from the adjacent property owner	CAPK
Metered utility power consumption once temporary service is energized	CAPK

For the avoidance of doubt: the response to Item 7 of the RFI Response ("Monthly electrical usage to be paid by owner") refers to metered utility power and does NOT include generator fuel, which is the Contractor's cost within the base period. The response to Item 3 ("All permit costs will be paid by owner") refers to Project permits and does NOT include the Contractor's own air-district registration or permit for its generator.

9.9 Point of delivery.

For bidding, proposers shall assume the PG&E point of delivery is at the pole and meter location described in Section 9.2. The Contractor shall make the connection from that point of delivery to its temporary distribution. If the point of delivery as finally established by PG&E differs materially from that assumption, the resulting change in the Contractor's secondary run will be adjusted by change order under the change-order pricing rules of the Contract.

9.10 Contingency disclosed.

Energization of temporary utility service is contingent upon CAPK reaching agreement with the adjacent property owner and upon PG&E's scheduling. CAPK makes no representation that such agreement will be reached, or as to the date on which temporary utility service will be energized. This contingency is disclosed so that all proposers bid on the same basis. Proposers shall bid the forty-five (45) calendar-day assumption stated in Section 9.4, and the unit rate under Section 9.5 is the exclusive mechanism for extension.

ITEM 10 — ESTIMATED NOTICE TO PROCEED DATE CONFORMED (CORRECTION)

Community Action Partnership of Kern

The RFP states two different estimated Notice to Proceed dates: the summary table in Section II states September 22, 2026, and Section 2.a of Attachment B, Form of Construction Contract, states September 11, 2026. The estimated Notice to Proceed date is CONFORMED throughout the RFP and its attachments to read September 22, 2026.

The Contract Substantial Completion Date of August 13, 2027 and the Final Completion Date of September 11, 2027 are UNCHANGED. Both remain fixed and non-extendable for ordinary delays as provided in the Contract. The forty-five (45) calendar-day temporary-generator base period under Item 9 runs from the actual Notice to Proceed, not from the estimated date.

ITEM 11 — ALL OTHER TERMS UNCHANGED

Except as expressly modified by this Addendum and by Addendum No. 1, all terms, conditions, drawings, and specifications of RFP OPS 2026-006 remain unchanged and in full force and effect. No attachments are issued with this Addendum.

ACKNOWLEDGMENT OF ADDENDUM NO. 2

The undersigned acknowledges receipt of Addendum No. 2 to RFP OPS 2026-006 and confirms that its proposal is based upon the RFP as modified by Addendum No. 1 and this Addendum No. 2. This signed acknowledgment must be included with the proposal.

Proposer / Firm Name: _____

By (Signature): _____

Name / Title: _____

Date: _____