

ADDENDUM NO. 3

RFP OPS 2026-006 — Ramkabir Permanent Supportive Housing Project

General Contractor Services | Community Action Partnership of Kern

Date of Issuance:	September 4, 2026
Issued by:	Elizabeth Garcia-Vargas, Procurement Supervisor, procurement@capk.org
Proposal Due Date:	REVISED — Wednesday, September 23, 2026, 2:00 p.m. — see Item 1
Supplemental Question Deadline:	REOPENED — Thursday, September 10, 2026, 5:00 p.m. — see Item 2
Response to Supplemental Questions:	On or before Wednesday, September 16, 2026 — see Item 2

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 and Addendum No. 2, 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 1, which extends the Proposal Due Date, and to Item 2, which reopens the question period. Proposers are further directed to Item 4, which materially reduces the liquidated-damages rate, and to Item 5, which addresses the Contract Completion Dates.

ITEM 1 — PROPOSAL DUE DATE (EXTENDED)

The Proposal Due Date is REVISED from 2:00 p.m., Wednesday, September 9, 2026 to:

2:00 p.m., Wednesday, September 23, 2026.

Proposals shall be delivered in accordance with the Proposal Submission Information in the RFP. The place and manner of delivery are unchanged. Proposals received after the revised date and time will not be accepted.

Reason.

The funding and development agreements that support this Contract are on a revised approval calendar. CAPK has determined that a two-week extension will allow proposers additional time to develop complete and competitive proposals, will permit one further round of written questions and answers under Item 2, and will align the award action with the approval calendar described in Item 3. CAPK considers the resulting proposals to be of greater value to the Project than proposals prepared on the original schedule.

ITEM 2 — VENDOR QUESTION PERIOD (REOPENED)

The vendor question period, which closed on August 25, 2026, is REOPENED for one supplemental round on the following schedule:

Action	Date and Time
Supplemental written questions due	Thursday, September 10, 2026, 5:00 p.m.
CAPK response issued by addendum	On or before Wednesday, September 16, 2026

2.1 Questions shall be submitted in writing to procurement@capk.org and shall reference RFP OPS 2026-006. Questions submitted by any other means, or to any other person, will not be answered. Section XIV of the RFP, Prohibited Activity, remains in full force.

2.2 Questions may address any aspect of the RFP, the Construction Documents, or the Contract Documents as modified by Addendum No. 1, Addendum No. 2, and this Addendum. Proposers are not required to resubmit questions previously asked.

2.3 CAPK's responses will be issued as Addendum No. 4 and will be distributed to all prospective proposers. Consistent with Item 2 of Addendum No. 2, responses to requests for information are clarifications only and are not Contract Documents. Any change to the RFP or the Contract Documents will be made by the express terms of Addendum No. 4 and by no other instrument.

2.4 CAPK does not intend to reopen the question period again. Proposers should treat September 10, 2026 as the final opportunity to submit written questions.

ITEM 3 — REVISED PROCUREMENT SCHEDULE

The procurement schedule stated in the RFP is REVISED as follows. Dates shown as anticipated are estimates for the convenience of proposers, are not Contract requirements, and may change.

Milestone	Date	Status
Addendum No. 3 issued	September 8, 2026	Firm
Supplemental written questions due	September 10, 2026, 5:00 p.m.	Firm
Addendum No. 4 issued (responses)	On or before September 16, 2026	Firm
Proposals due	September 23, 2026, 2:00 p.m.	Firm
Responsiveness and minimum-qualifications review	September 23 – 24, 2026	Anticipated
Evaluation committee scoring	September 25 – October 1, 2026	Anticipated
Recommendation of award prepared and posted	October 2, 2026	Anticipated
Award action by CAPK	October 8, 2026	Anticipated

Milestone	Date	Status
Notice of Intent to Award issued	On or about October 9, 2026	Anticipated
Executed contract, bonds, and insurance due	Within ten (10) days of Notice of Intent to Award	Per Section X.A.iii
Estimated Notice to Proceed	On or about October 19, 2026	Anticipated

3.1 The Estimated Notice to Proceed date of September 22, 2026 stated in the RFP as issued is superseded by the date shown above. The Notice to Proceed date is an estimate only. No Notice to Proceed will be issued until the Contractor has delivered the executed Contract, the one hundred percent (100%) performance and payment bonds required by Section X.A.iii, and the insurance certificates and endorsements required by the Contract Documents.

3.2 Award and issuance of the Notice to Proceed are further conditioned upon execution of the development agreement between CAPK and the City of Bakersfield and execution of the Homekey+ Standard Agreement between the City of Bakersfield, CAPK, and the California Department of Housing and Community Development, consistent with the conditions precedent stated in the RFP. CAPK reserves the right to delay the Notice to Proceed until those instruments are executed, and no adjustment to the Contract Sum will be made on account of such a delay occurring within thirty (30) days of the Estimated Notice to Proceed date.

ITEM 4 — LIQUIDATED DAMAGES (REVISED)

Following further analysis of CAPK's actual delay exposure, and in light of the Project occupancy deadline established by the California Department of Housing and Community Development, the liquidated-damages provisions are revised as follows. This Item supersedes Item 3.1 and Item 3.2 of Addendum No. 1.

4.1 Daily rate for Substantial Completion.

In Section XI of the RFP and in the Liquidated Damages provision of Attachment B, Form of Construction Contract, the amount "\$1,966 per calendar day" established by Addendum No. 1 is DELETED and replaced with:

Six Hundred Fifty Dollars (\$650.00) per calendar day.

Liquidated damages continue to accrue for each calendar day that Substantial Completion extends beyond the Contract Completion Date, and continue to be CAPK's exclusive monetary remedy for Contractor-caused delay in achieving Substantial Completion. Item 3.3 of Addendum No. 1, which deleted liquidated damages for delay in achieving Final Completion, and Item 3.4 of Addendum No. 1, which conditions release of retention on Final Completion and delivery of all closeout submittals, are UNCHANGED and remain in full force.

4.2 Basis of the revised rate.

The revised rate is derived from the Liquidated Damages Worksheet reissued as Attachment G with this Addendum. In summary:

Component	Value	Source
Assisted units requiring CAPK-funded interim housing	15	Attachment G, Section 1
Interim housing nightly rate per unit	\$130.00	Attachment G, Section 1
Interim housing contingency period	30 calendar days	Attachment G, Section 2
Total interim housing exposure (15 × \$130 × 30)	\$58,500.00	Attachment G, Section 2
Accumulation period elected by CAPK	90 calendar days	Attachment G, Section 3
Derived daily rate (\$58,500 ÷ 90)	\$650.00	Attachment G, Section 3

CAPK has determined that the Project's funding agreement establishes a deadline for full occupancy of the assisted units that falls approximately one hundred twenty-two (122) calendar days after the Contract Completion Date for Substantial Completion. The revised rate is set so that ninety (90) calendar days of accrued liquidated damages fund thirty (30) calendar days of interim housing for fifteen (15) client households at the rate CAPK actually pays, in the event that Contractor-caused delay consumes that period and displaces occupancy beyond the funding deadline.

4.3 Damages recital conformed.

The "Acknowledgment of Damages" recital in Section XI of the RFP, and the corresponding recital in Attachment B, as replaced by Item 3.2 of Addendum No. 1, 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 begin to accrue on the first day of delay and include, without limitation: the consumption of the schedule float on which CAPK depends to complete tenant referral, screening, and lease-up of the assisted units within the deadlines established by CAPK's funding agreements; the cost of providing client households interim housing in motel or other temporary living space until the units can be occupied; lost and delayed operating subsidies and rental revenue for the supportive-housing units; extended construction-utilities carrying costs; 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 to potential deobligation or recapture by the California Department of Housing and Community Development. The parties agree that the liquidated-damages amount set forth in this Contract represents a reasonable estimate, made as of the date of contract formation, of the damages CAPK would suffer from each calendar day of delayed completion, that it is set below CAPK's reasonably anticipated aggregate delay damages, and that it does not constitute a penalty.

Reason. The recital is conformed to the revised rate build-up in Attachment G. The recital expressly confirms that damages accrue from the first day of delay, so that the existence of schedule float between the Contract Completion Date and CAPK's funding deadlines does not operate to defer the accrual of liquidated damages.

4.4 Attachment G reissued.

The Liquidated Damages Worksheet at Attachment G is reissued with this Addendum and supersedes the version reissued with Addendum No. 1. Proposers shall rely on the Attachment G issued with this Addendum.

4.5 Effect on proposals.

This Item reduces the Contractor's liquidated-damages exposure by approximately sixty-seven percent (67%) from the rate established by Addendum No. 1. Proposers that have priced schedule risk in reliance on the prior rate should revise their pricing accordingly.

ITEM 5 — CONTRACT COMPLETION DATES (UNCHANGED; ADJUSTMENT RESERVED)

5.1 The Contract Milestones are UNCHANGED. Substantial Completion remains due August 13, 2027 and Final Completion remains due September 11, 2027, as stated in the RFP and in Attachment B. Proposers shall prepare and price their proposals on those dates.

5.2 CAPK has requested that the California Department of Housing and Community Development adjust the start of the Project construction window to reflect the revised execution schedule for the Project funding agreements. That request is pending and its outcome is not known as of the date of this Addendum.

5.3 In the event that CAPK obtains an adjustment to the construction window, CAPK may, at its sole option, issue a change order extending the Contract Completion Date for Substantial Completion, the Contract Completion Date for Final Completion, or both. No adjustment to the Contract Sum will be made on account of a change order issued under this Section 5.3, and the Contractor waives any claim for compensation, extended overhead, escalation, or acceleration arising from such an extension.

5.4 Nothing in this Item obligates CAPK to seek or to grant an extension of the Contract Time, and no proposer may condition its proposal on the outcome of the request described in Section 5.2. A proposal conditioned on an extension of the Contract Completion Dates may be determined non-responsive.

ITEM 6 — PROPOSAL VALIDITY AND BID GUARANTEE

6.1 The proposal validity period stated in the RFP runs from the revised Proposal Due Date established by Item 1 of this Addendum. Each proposal shall remain firm, irrevocable, and open for acceptance for the period stated in the RFP, measured from September 23, 2026.

6.2 The five percent (5%) bid guarantee required by Section X.A.iii shall be valid for the same period. A bid guarantee that expires before the end of the proposal validity period, measured from the revised Proposal Due Date, may render the proposal non-responsive. Proposers that have already obtained a bid guarantee dated to the original schedule shall confirm with their surety that the instrument remains valid, or shall obtain a replacement.

ITEM 7 — ALL OTHER TERMS UNCHANGED

Except as expressly modified by this Addendum, all terms, conditions, requirements, attachments, and Contract Documents of RFP OPS 2026-006, as previously modified by Addendum No. 1 and Addendum No. 2, remain unchanged and in full force and effect. Where language in this Addendum is shown as replacing prior language, the replacement language governs.

ATTACHMENTS TO THIS ADDENDUM

Attachment G (reissued) — Liquidated Damages Daily Rate Worksheet supporting the revised rate established by Item 4. Supersedes the Attachment G reissued with Addendum No. 1.

ACKNOWLEDGMENT OF ADDENDUM NO. 3

The undersigned acknowledges receipt of Addendum No. 3 to RFP OPS 2026-006 and confirms that its proposal is based upon the RFP as modified by Addendum No. 1, Addendum No. 2, and this Addendum. This signed acknowledgment must be included with the proposal.

Proposer / Firm Name: _____

By (Signature): _____

Name / Title: _____

Date: _____

Community Action Partnership of Kern

Ramkabir Permanent Supportive Housing

ATTACHMENT G — Liquidated Damages Daily Rate Worksheet

901 Union Avenue, Bakersfield, CA 93307 | RFP OPS 2026-006 | Procurement File

REISSUED WITH ADDENDUM NO. 3 — supersedes the Attachment G reissued with Addendum No. 1

SECTION 1 — CLIENT INTERIM HOUSING COST (DAILY)		
Item	Value	Basis
Assisted units requiring CAPK-funded interim housing	15	Of the 30 assisted units, the 15 veteran units are expected to be covered by HUD-VASH veteran housing vouchers and are not carried as a CAPK interim-housing cost.
Interim housing / motel nightly rate per unit (\$/night)	130	CAPK's actual experience. Only a limited pool of motels will accept this client population.
Daily client interim housing cost	\$1,950.00	15 units x \$130 per night.

SECTION 2 — TOTAL INTERIM HOUSING EXPOSURE		
Item	Value	Basis
Contract Completion Date for Substantial Completion	8/13/2027	RFP OPS 2026-006 and Attachment B, Form of Construction Contract. Unchanged by Addendum No. 3.
Interim housing contingency period beyond the occupancy deadline (days)	30	CAPK's planning assumption for the period during which client households would require interim housing if occupancy is displaced beyond the funding-agreement deadline.
TOTAL INTERIM HOUSING EXPOSURE	\$58,500.00	15 units x \$130 per night x 30 days.

SECTION 3 — DAILY LIQUIDATED DAMAGES RATE		
Component	Value	Basis
Total interim housing exposure	\$58,500.00	Section 2 above.
Accumulation period elected by CAPK (days)	90	The number of calendar days of Contractor-caused delay over which the interim housing exposure is funded.
CALCULATED DAILY RATE	\$650.00	Total exposure divided by the accumulation period.
DAILY LIQUIDATED DAMAGES RATE STATED IN THE CONTRACT DOCUMENTS	\$650.00	The rate stated in RFP Section XI and in the Liquidated Damages provision of Attachment B, as revised by Addendum No. 3, Item 4.

NOTES

- Liquidated damages accrue for each calendar day that Substantial Completion extends beyond the Contract Completion Date. Substantial Completion is evidenced by issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Bakersfield Building Department for all units.
- Damages accrue from the first calendar day of delay. The owner float shown at Section 2 is the period CAPK requires to complete tenant referral, screening, and lease-up; its consumption by Contractor-caused delay is itself a damage to CAPK and does not defer the accrual of liquidated damages.
- No liquidated damages are assessed for delay in achieving Final Completion. The Final Completion Date remains a Contract requirement; failure to achieve Final Completion is a basis for termination for default and for withholding of retention and final payment. See Addendum No. 1, Item 3.3 and Item 3.4.
- This worksheet supports the reasonableness of the stated rate as an estimate of damages made as of the date of contract formation. The stated rate is set below CAPK's reasonably anticipated aggregate delay damages. It is not a limitation on CAPK's remedies for any breach other than delay in achieving Substantial Completion.
- Reissued with Addendum No. 3 to RFP OPS 2026-006, September 8, 2026. Supersedes the Attachment G reissued with Addendum No. 1 on August 13, 2026, and the Attachment G issued with the RFP on August 10, 2026.