

**ADDENDUM NO. 1**  
**TO THE RFP DOCUMENTS for**  
**Conceptual Design of a Looped Trail for the Woodard Canyon Trail Project**  
**CITY OF HOMER, ALASKA**

**Addendum Issue Date:** July 21, 2026

**Proposal Submittal Date:** August 20, 2026

**Previous Addenda Issued:** None

**Issued By:** Leon Galbraith, P.E.  
City Engineer  
City of Homer

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**Notice to Proposers:**

You must **acknowledge receipt of this addendum** by including the Addenda Acknowledgement Form with the proposal.

Proposers are required to acknowledge each addendum separately on the Addenda Acknowledgement Form. Any proposals received without acknowledgment of addenda may be rejected prior to evaluation.

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The RFP Documents for the above project are amended as follows (all other terms and conditions remain unchanged):

**The following questions have been received by City of Homer and are answered as follows:**

1. Q. Can you provide a sample contract for this project?
  - A. *Yes. See attached sample contract for the Conceptual Design of a Looped Trail for the Woodard Canyon Trail Project.*

**ENGINEERING CONTRACT**  
**Conceptual Design of a Looped Trail for the Woodard Canyon Trail Project**

This Engineering Contract, which constitutes a legally binding agreement by and between the City of Homer, hereafter known as the “CITY”, and [insert company name], hereafter known as the “ENGINEER”, shall hereafter be known as the “CONTRACT”.

**PART 1.0 PROJECT DESCRIPTION**

Perform design work to create a conceptual design for a looped trail for the Woodard Canyon Trail Project.

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER**

Perform all work and conditions detailed in the RFP and in the attached proposal from the ENGINEER titled [insert title].

**PART 3.0 TERMS AND CONDITIONS**

- I.** The ENGINEER agrees to provide all required professional services necessary to complete projects under this contract. The ENGINEER accepts the relationship of trust and confidence established between it and the CITY by this CONTRACT. The ENGINEER covenants with the CITY to furnish its skill and judgment, and to further the interests of the CITY at all times through efficient business administration and management. The ENGINEER shall provide all services in a competent manner. It is understood that some of the services to be rendered hereunder require professional judgment and skill. In all cases, ENGINEER agrees to adhere to the standards of the applicable profession.

- II.** The CITY agrees to make payments to ENGINEER as services are performed and costs are incurred, provided ENGINEER submits a proper invoice for each payment, in such form and accompanied by such evidence in support thereof as may be reasonably required by the CITY.

Billing and expense invoices shall be submitted monthly at the end of each month. Invoices shall be accompanied by a monthly activity report detailing work and accomplishments. All invoices are otherwise due and payable within 21 working days of approval by the CITY.

- III.** In performing under this CONTRACT, ENGINEER acts as an independent contractor and shall have responsibility for and control over the details and means for performing services.

- IV.** To the maximum extent permitted by law, the ENGINEER shall indemnify and save harmless CITY or any agent, employee, or other representative thereof, from and against losses, damages, liabilities, expenses, claims, and demands of whatever nature, including for death, personal injury, property damage or economic loss, to the extent arising out of any negligent act or negligent omission or willful misconduct of ENGINEER, its agents or employees while performing under the terms of this CONTRACT. Where claims, lawsuits or liability arise from wrongful or negligent acts by CITY and ENGINEER together or separately, ENGINEER will not be responsible for the proportion of claims and costs that are attributed to the CITY's negligence or willful misconduct.
- V.** The ENGINEER shall not assign this CONTRACT or any of the monies due or to become due hereunder without the prior written consent of the CITY.
- VI.** ENGINEER may not subcontract its performance under this CONTRACT without prior written consent of CITY. Any subcontractor must agree to be bound by the terms of this CONTRACT applicable to the services to be performed by the subcontractor.
- VII.** The parties agree, for the purposes of this CONTRACT, that the CITY shall be represented by and may act only through the Public Works Director or such other person as he may designate in writing. ENGINEER shall be represented by and may act only through [insert name] or such other person approved by both parties.
- VIII.** Either party may terminate this CONTRACT, with or without cause, after first giving thirty (30) days written notice.
- IX.** The ENGINEER shall, at all times, at its own expense, keep in force the following described insurance for protection against the claims of employees or other persons, insuring both the ENGINEER and the CITY against liability that may accrue against them or either of them in connection with the performance of ENGINEER under this CONTRACT:

  - A. Insurance in at least the required statutory amounts covering claims under workers' compensation, disability benefits and other similar employee benefit acts;
  - B. Commercial general liability insurance covering bodily injury, death, and property damage with a combined single limit of not less than \$2,000,000; and
  - C. Errors and omissions insurance on claims made basis with a limit of liability of not less than \$2,000,000.

- X.** All insurance shall be placed with an insurance carrier or carriers satisfactory to the CITY, shall have deductibles satisfactory to the CITY, shall not be subject to cancellation or any material change except after thirty (30) days written notice to the CITY, and shall provide that no failure of ENGINEER to comply with any condition or provision of this CONTRACT or other conduct of ENGINEER or those for whose conduct it is responsible, shall void or otherwise affect the protection under the policy afforded to the CITY. A Certificate of Insurance reflecting full compliance with these requirements shall, at all times during the term of this CONTRACT, be kept on deposit at the general offices of the CITY. If ENGINEER fails to comply with these insurance requirements, the CITY may terminate this CONTRACT on ten (10) days written notice.

All insurance policies or other contract security required in this CONTRACT except for professional errors and omissions coverage shall allow claims to be filed based upon the time of an occurrence and shall not provide for a shorter period in which to make claims than that provided the applicable statute of limitations. The coverage required by this CONTRACT shall cover all claims arising in connection with the performance of the ENGINEER under this CONTRACT, whether or not such claim is asserted during the term of this CONTRACT and even though judicial proceedings may not be commenced until after the expiration of this CONTRACT.

All insurance policies shall be written as primary policies; shall waive subrogation against CITY, its agents and employees; shall not be contributing with, or in excess of, any insurance coverage that the CITY may otherwise carry, and shall name the CITY as an additional insured. All insurance provided under this CONTRACT must remain fully available to satisfy claims arising out of this CONTRACT, notwithstanding any claims that may be filed against that policy

- XI.** Claims by the CITY resulting from the ENGINEER's failure to comply with the terms of and specifications of this CONTRACT and/or default hereunder may be recovered by CITY by withholding the amount of such claims from compensation otherwise due the ENGINEER for work performed or to be performed. The CITY shall notify the ENGINEER of any such failure, default or damage therefrom as soon as practicable after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of CITY, nor a waiver of any other rights hereunder at law or in equity.
- XII.** The ENGINEER shall, in the performance of this CONTRACT, comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations applicable to its performance hereunder, including, without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, worker's compensation, and other employee benefit laws.

ENGINEER also agrees to comply with all contract provisions pertaining to grant or other funding assistance which CITY may choose to utilize to perform work under this CONTRACT. Services performed under this CONTRACT shall be in accordance with sound, generally accepted engineering and design practices and shall comply with all applicable codes and standards.

- XIII.** ENGINEER agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all closure of all pending matters related to this CONTRACT. Said books are subject to inspection and audit CITY.
- XIV.** Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon full prepaid and addressed as follows:

**To City:**

Daniel Kort  
Public Works Director  
Homer Public Works Department  
3575 Heath Street  
Homer, AK 99603  
907-435-3141  
[dkort@ci.homer.ak.us](mailto:dkort@ci.homer.ak.us)

**To Engineer:**

[insert representative name]  
[insert representative title]  
[insert company name]  
[insert company address line 1]  
[insert company address line 2]  
[insert representative phone #]  
[insert representative email]

- XV.** The laws of Alaska will determine the interpretation, performance and enforcement of this CONTRACT. The venue of any legal action between the parties arising as a result of this CONTRACT shall exclusively be laid in the Third Judicial District of the Superior Court of the State of Alaska, at Anchorage, Alaska, and this CONTRACT shall be interpreted in accordance with the laws of the state of Alaska.
- XVI.** In the event either party institutes any suit or action to enforce its rights hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.
- XVII.** The originals of all materials prepared or developed by the ENGINEER, its agents or representatives hereunder; including documents, drawings, calculations, maps, sketches, notes, reports, data, and models shall become the property of the CITY. Materials previously created and copyrighted by the ENGINEER included in a project will remain property of the ENGINEER. Copies of all work products will be made available to the CITY upon request. Electronic files of work products shall become the property of both the CITY and ENGINEER, for use by either party without consent of the other party.

Should CITY elect to reuse the ENGINEER's work products for other than the original project and, or purpose, CITY will indemnify ENGINEER against any responsibilities or liabilities arising from reuse. ENGINEER's professional seals and signatures shall be removed from drawings, plans, specifications, estimates, and other construction documents, and replaced with the seal and signature of the professional engineer, architect, surveyor, landscape architect who has assumed the responsibility for reuse. The ENGINEER shall not be responsible or be required to provide any documentation, suitability reviews, or verifications for the reuse of work products.

- XVIII.** No failure on the party of either CITY or ENGINEER to enforce any covenant or provision herein contained, nor any right hereunder unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of the CITY or ENGINEER to enforce the same or any other provision in the event of any subsequent breach or default.
- XIX.** The terms, conditions and covenants contained in this CONTRACT shall apply to, inure to the benefit of, and bind the parties and their respective successors.
- XX.** The ENGINEER may not assign, subcontract or delegate this CONTRACT, or any part of it, or any right to any of the money to be paid under it without written consent of the CITY.
- XXI.** The ENGINEER shall be an independent contractor in the performance of the work under this CONTRACT, and shall not be an employee or agent of the CITY.
- XXII.** This CONTRACT constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this CONTRACT and shall be of no further force and effect. No modification of this CONTRACT shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of the CONTRACT.

#### **PART 4.0 CITY'S RESPONSIBILITIES**

- I.** Ensure that invoices from the ENGINEER are paid within 30 days of receipt.
- II.** Provide the ENGINEER with all records needed to complete required work.

#### **PART 5.0 DELIVERABLES AND TIME PERIOD**

The ENGINEER agrees to complete all work detailed in the attached proposal within the schedule laid out therein.

## **PART 6.0 PAYMENTS TO ENGINEER**

The ENGINEER shall not invoice for more than \$\_\_\_\_\_ for the deliverables due under this CONTRACT without prior authorization. The ENGINEER shall bill on a time and expense basis.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**CITY OF HOMER**

“CITY”

**[INSERT COMPANY NAME]**

“ENGINEER”

By: Melissa Jacobsen

By: [insert representative name]

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: City Manager

Title: [insert representative title]