


**CITY OF DANA POINT
MEMORANDUM**

DATE: July 16, 2013
TO: Mayor & City Council
FROM: Kevin Evans, Director of Community Services and Parks 
SUBJECT: Agenda Item No. 12 – Tree Trimming Contract

After further review of supporting document A, Contract with West Coast Arborist, revealed incorrect language in Article I which is on page 3 of the agenda report. The Article should state:

ARTICLE I

The contract documents for the aforesaid project shall consist of this Agreement, the fee schedule and required insurance certificates. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

Please replace Page 3 of Agenda Item 12 with the new page attached.

Agenda Item No. 12
7/16/13

Supporting Document A

CITY OF DANA POINT
CONTRACT AGREEMENT
FOR

TREE TRIMMING SERVICES FOR ALL CITY OWNED TREES

IN THE CITY OF DANA POINT

This Contract Agreement is made and entered into for the above-stated project this
16th day of July, 2013, BY AND BETWEEN the City of Dana
Point, as CITY, and West Coast Arborist, as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of this Agreement, the fee schedule and required insurance certificates. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. Said compensation shall not exceed \$400,000, provided that the City Manager or his designee may approve additional payment not-to-exceed 10 percent (10%) of this amount for change orders and for contingencies.

ARTICLE IV