



PUBLIC WORKS DEPARTMENT • SERVICE DES TRAVAUX PUBLICS

Urban Forestry Branch • Direction de la foresterie urbaine

Agreement for Contractors to Perform Arboricultural Services on Trees Under The Control of The Urban Forestry Branch

In consideration of the permission granted herein by the City of Winnipeg for the undersigned qualified contractor to undertake work on City trees as set out in Schedule “A” attached hereto, the Contractor and the undersigned property owner acknowledge and agree as follows:

1. The property owner(s) signing below is/are the registered owner(s) of the property municipally known as _____.
(Please insert address including postal code)
2. The property owner acknowledges and agrees that all work is to be undertaken and completed at the property owner’s sole risk and expense and that there shall be no compensation, remuneration or reimbursement by the City of Winnipeg.
3. The Owner hereby waives any claim whatsoever that the Owner may have against the City of Winnipeg that may arise as a result of the permission being granted for the work herein described on the City’s tree(s) adjacent to the Owner’s property and the Owner hereby agrees to indemnify and save harmless the City of Winnipeg against all actions suits, claims and demands whatsoever which may be brought against or made upon the City and from and against all loss, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of the permission hereby granted.
4. The Contractor acknowledges and agrees that all work is to be undertaken and completed at the sole expense of the property owner. All agreements for payment shall be as between the contractor and the property owner and the Contractor shall receive no compensation, remuneration or reimbursement by the City of Winnipeg whatsoever.
5. The City of Winnipeg assumes no liability for any damages or injury that may occur during, as a result of, or in connection with the work undertaken by the Contractor. The Contractor will indemnify and save harmless the City of Winnipeg against all actions suits, claims and demands whatsoever which may be brought against or made upon the City and from and against all loss, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of the permission hereby granted.
6. If the work as specified should fail to be completed or shall be completed in an improper manner or a manner unsatisfactory to the City Forester, and including any damage or injury to turf or other trees, the City Forester may undertake the work and shall require all costs related to its completion to be paid forthwith by the property owner or the contractor. In default of payment, the City may recover the costs incurred in a like manner as municipal taxes.

7. All work must be authorized by and undertaken in accordance with the directions of the City Forester or designate. Notification must be provided to the City Forester or designate at least 7 – 10 working days prior to the commencement of work by calling 311.
8. The Contractor under no circumstances will work on or near energized apparatus, unless Manitoba Hydro have given express written approval as applicable. Confirmation of approval given by Manitoba Hydro must be provided to the City Forester or designate upon request, prior to the commencement of work. Based on the description of proposed work as set out in Schedule “A”, the Contractor will arrange for all necessary utility clearances including hydro, gas, water and sewage, telephone and cable, and have the clearances at the work site during work.
9. The Contractor shall be qualified to perform all work and shall carry out all work in a good and professional workmanlike manner in accordance with the City’s latest standards and requirements and all other legislative requirements including without limitation, the Workplace Safety and Health Act, the Highway Traffic Act and the Workers Compensation Act. The Contractor shall obtain all necessary permits and licenses and pay all required fees and shall also provide all notices as required by law or policy prior to commencement of the work.
10. The Contractor will prune trees according to the following general standards:
 - (a) To encourage the health of a tree;
 - (b) According to proper arboricultural standards to clear tree limbs and branches interfering with structures, street lighting, pedestrian and vehicular traffic, utility conductors and traffic signals or signs;
 - (c) To encourage the natural form of the tree species;
 - (d) To remove dead limbs; and
 - (e) To maintain structural stability and balance of a tree.
11. The Contractor shall provide proof of Workers Compensation, the Manitoba Arborist’s License and Proof of Insurance.
12. Approval for the proposed work will be obtained as follows:
 - (1) The agreement, including Schedule "A" and the Certificate of Insurance, must be completed in its entirety by the property owner and the contractor set out identifying each tree by species and size and the nature of the work that is proposed to be done. The contractor and any subcontractors shall provide evidence of an acceptable safety and health program based on the report of an independent consultant (for an approved consultant list please see the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>). “Acceptable” means the program meets or exceeds all elements required of a safety program in Section 7.4(5) of the Workplace Safety and Health Act. All Utility clearances as applicable must also be obtained by the contractor and provided to Urban Forestry Branch upon request.

The completed Agreement shall be submitted to the City of Winnipeg,
Urban Forestry Branch at:

City of Winnipeg
Parks and Open Space
Urban Forestry Branch
1539 Waverley
Winnipeg, Manitoba
R3T 4V7

- (2) Upon receipt of a completed agreement, which includes a description of maintenance activities satisfactory to Urban Forestry Branch and the required utility clearances, Urban Forestry Branch may grant approval for the contractor to undertake the work by signing and dating the agreement in the space provided. The property owner will be provided with a copy of the approved agreement as proof of permission to undertake the described work.
- (3) The property owner and/or contractor must provide 7 – 10 working days notice to the City Forester or designate prior to undertaking the approved work.
- (4) Where approval is granted for a contractor to perform work, the contractor is responsible for all site cleanups, appropriate disposal of any and all waste material, back filling any excavation with appropriate material, and leaving the tree in a safe state.
- (5) The contractor shall provide and maintain the following insurance coverage at all times during the performance of the Work:

Commercial General Liability insurance (CGL), in the amount of at least two million dollars (\$2,000,000.00) all inclusive:

- The City of Winnipeg added as an additional insured;
- Evidence of a cross-liability clause;
- Products and completed operations;
- Contractual liability;
- Non-owned auto liability;
- Unlicensed motor vehicle liability.

Automobile liability insurance for owned automobiles used for or in connection with the project in the amount of at least two million dollars (\$2,000,000.00);

Evidence of insurance to include a minimum fifteen (15) days prior written notice of cancellation clause;

The Contractor shall file with the City evidence of insurance, confirming all requirements, in a form satisfactory to the City Solicitor.

The City of Winnipeg shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

13. The Contractor shall Prune Boulevard Street Trees in accordance with the requirements hereinafter specified:
 - (1) Trees are to be pruned in accordance with the “ANSI A300 (Part 1)-2001 Pruning standards entitled, “Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance - Standard Practices (Pruning)” (revision and re-designation of ANSI A300-1995) (includes supplements) or most recent versions as available.
 - (2) Trees are also to be pruned according to “Best Management Practices: Tree Pruning” (2002), which is a companion publication to the ANSI A300. For this Contract, the primary pruning objectives as stated in these publications shall include the following:
 - a) Structural;
 - b) Cleaning;
 - c) Thinning;
 - d) Raising;
 - e) And restoration.
 - (3) In addition to the requirements specified at (1) and (2) in the following specific “light to moderate pruning” requirements shall be applicable:
 - a) Where applicable, lift the crown of trees to obtain a 4.3 metre (14 ft.) clearance over road surfaces and a minimum 3.0 meter (10 ft.) clearance over sidewalks while maintaining crown balance. Clearance on small trees may be obtained by crown narrowing/branch reduction;
 - b) Narrow the tree crown as required so as to minimize the overhang onto or toward private properties/roadways and favour branches growing upright as opposed to those growing horizontally;
 - c) Selectively remove all dead, rubbing or broken branches;
 - (i) Cuts that would produce a wound greater than 30 cm (6 inches) in diameter shall be approved by the City Forester or designate before Work is initiated.

Name of Property Owner(s): _____
(Please print)

I/We am the Registered Owner of _____
(Please insert address)

Signature: _____ Witness: _____

Name of Contractor (corporation/company): _____

Name of Signing Officer* _____
(Please print)

Signature: _____ Witness: _____
(Required if Contractor is not incorporated)

*I/We have authority to bind the corporation/company.

Approved by: (on behalf of the City of Winnipeg)

Date:

SCHEDULE "A"

Agreement for Contractors to Perform Arboricultural Services on City Owned Street Trees **Notification to be forwarded at least 7 – 10 working days prior to work**

Date: _____ Anticipated Date of Work: _____

Name of Property Owner(s): _____
(Print name)

Address: _____
(Please include postal code)
Phone: (____) _____ Fax: (____) _____

Name of Contractor (Company): _____

Address: _____ Phone: (____) _____ Fax: (____) _____

Description of Each Tree(s) (Species & Diameter in cm): _____

Please provide a brief sketch of your property and the specific location of the tree(s) in question:

Description of Work (check the appropriate box):

- Standard pruning
- Tree removal
- Stumping
- Planting (please specify species and caliper to be planted)

Utility Clearance Obtained (check all applicable):

- Manitoba Hydro - Electrical
- MTS Allstream
- Manitoba Hydro – Natural Gas
- Water
- Cable TV