



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 has 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 in accordance with current arboricultural standards and according to the following general standards:
 - a) To encourage the health of a tree;
 - b) 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 Division
Urban Forestry Branch
1539 Waverley St.
Winnipeg, MB 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:
 - a) Commercial General Liability insurance (CGL), in the amount of at least two million dollars (\$2,000,000.00) all inclusive:
 - (i) The City of Winnipeg added as an additional insured;
 - (ii) Evidence of a cross-liability clause;
 - (iii) Products and completed operations;
 - (iv) Contractual liability;
 - (v) Non-owned auto liability;
 - (vi) Unlicensed motor vehicle liability.
 - b) 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); and,
 - c) Evidence of insurance to include a minimum fifteen (15) days prior written notice of cancellation clause.

- (6) The Contractor shall file with the City evidence of insurance, confirming all requirements, in a form satisfactory to the City Solicitor.
 - (7) 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. For pruning services for boulevard/street trees, the Contractor shall prune 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; and,
 - e) 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;
 - d) Cuts that would produce a wound greater than 15 cm (6 inches) in diameter shall be approved by the City Forester or designate before Work is initiated.
 - e) Remove suckers to 4.3 metres (14 ft.) from ground level, but leave upper crown suckers above 4.3 metres (14 ft.) unless they are dead, broken or rubbing against other branches;

- f) Remove all branches:
 - (i) Overhanging onto buildings to minimum clearance standards determined by the City Forester while still maintaining crown balance;
 - (ii) Within 2 metres of all structures;
 - (iii) Clear of traffic signs, traffic lights and street lights.
- (4) The Contractor shall prune trees in a manner satisfactory to the City Forester or his designate.
- 14. All waste material (i.e.: branches, logs from the pruning operations) shall be removed from the Work Site within 24 hours. The Contractor shall maintain the work site in tidy condition and free from the accumulation of waste and debris. This shall include, but not be limited to, raking of all grassed/snow covered areas and sweeping of all hard surfaced areas. Total Performance of the Work shall not be attained until the Contractor has cleaned up the Sites and has removed all debris, tools, and equipment:
 - a) All material that is to be chipped shall be chipped, removed and delivered from the Work Site daily to a location pre-approved by the City Forester or designate.
 - b) The Contractor shall dispose of, at the Contractor's expense, all elm wood logs and non-chippable material daily to the City of Winnipeg Brady Road Landfill Site. Alternative disposal locations must be applied for in writing and approved by the City Forester and /or Province of Manitoba.
 - c) To verify proper disposal of materials identified by the City Forester for disposal to approved landfill sites, the Contractor shall provide a copy of all weigh bills received to the City Forester or designate.
- 15. The Contractor shall sterilize all pruning equipment between each tree with methyl alcohol which must be sprayed onto the pruning equipment until dripping.
- 16. The Contractor shall comply with all Federal and Provincial laws and regulations and all City of Winnipeg by-laws. This shall include, but not be limited to, all aspects of the Manitoba Workplace Health and Safety Act and laws/by-laws affecting streets, safety, hours of work, noise, street blockage, correct use of signage and line clearance regulations of Manitoba Hydro and MTS.

17. For tree pest management services, the City of Winnipeg utilizes Integrated Pest Management (IPM) techniques to manage and monitor new and existing species of insects that pose a threat to the urban forest. IPM principles advocate the management of insect populations which are designed to benefit or to have minimal adverse effects on people, wildlife and the environment. The Contractor must include key elements of the program including:

- Pest identification;
- Monitoring including record keeping;
- Minimizing the use of insecticides including using reduced risk insecticides;
- Using injury thresholds in making treatment decisions;
- Reducing pest populations to acceptable levels; and
- Evaluating the effectiveness of treatments.

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
Upon approval, notification of work is to be forwarded 7-10 working days prior to date of commencement of 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
- Manitoba Hydro - Natural Gas
- Water
- Cable TV