



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 Applicant acknowledge and agree as follows:

1. The Work described in Schedule “A” applies only to public trees abutting the Applicant’s private property, unless otherwise authorized by the City in direct consultation with the City Forester or designate.
2. The Applicant acknowledges and agrees that all work is to be undertaken and completed at the Applicant’s sole risk and expense and that there shall be no compensation, remuneration or reimbursement by the City of Winnipeg.
3. The Applicant hereby waives any claim whatsoever that the Applicant 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) at the public property location(s) identified in Schedule “A” 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 Applicant. All agreements for payment shall be as between the Contractor and the Applicant 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 or designate, and including any damage or injury to turf or other trees, the City may undertake the work and shall require all costs related to its completion to be paid forthwith by the Applicant 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.
8. 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
9. The completed agreement shall include a description of maintenance activities.
10. Upon receipt of a completed agreement, which includes a description of maintenance activities satisfactory to the City Forester or designate, the City Forester or designate may grant approval for the Contractor to undertake the work by signing and dating the agreement in the space provided. The Applicant will be provided with a copy of the approved agreement as proof of permission to undertake the described work.
11. The Applicant and/or Contractor must provide a minimum 10 working days notice to the City Forester or designate prior to undertaking the approved work.
12. 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.
13. The Contractor's operations shall be limited to the minimum encroachment on public or private properties necessary for undertaking the Work and shall be responsible for all damage resulting from the work on or over public or private property.
14. The Contractor shall take all such measures as are necessary to ensure safe and convenient pedestrian ingress and egress are maintained to residences.
15. The Contractor shall promptly report any delay or change to the agreed Work or commencement and completion date to the City Forester or designate.

16. Qualifications

- a) The Contractor shall be qualified to perform all work and shall carry out all work in accordance with the City's current standards and requirements and all other legislative requirements including without limitation: the Forest Health Protection Act; 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.
- b) The Contractor shall provide and maintain the following insurance coverage at all times during the performance of the Work:
 - i. 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.
 - ii. 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 The Contractor shall file with the City evidence of insurance, confirming all requirements, in a form satisfactory to the City Solicitor.
- d) 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.
- e) The Contractor and any Subcontractors shall provide evidence of an acceptable safety and health program based on a COR Designation or on the report of an independent consultant (for an approved consultant list please see https://winnipeg.ca/matmgt/Safety/safety_consultant.stm). "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.

- f) The Contractor will shall provide a letter from the Worker’s Compensation Board confirming that the Contractor and any Subcontractor is in good standing.
- g) The Contractor shall provide proof of one or more of the following credentials to the City Forester or designate where the Work requires the pruning or removal of trees:
 - i. Certification from the International Society of Arboriculture (ISA) in good standing,
 - ii. a previously issued Manitoba Arborists Licence that was valid after October 1, 2017,
 - iii. proof of successfully completing the Manitoba Arborists Training Course from the University of Manitoba before July 1, 2019.
- h) The Contractor shall provide proof of a valid Pesticide Applicator’s License (Landscape/Golf Course Category) as per the Province of Manitoba Pesticide Licensing Program (more information at <https://www.gov.mb.ca/agriculture/permits-and-licences/pesticide-and-manure/index.html>) where the Work includes the application of into trees.

17. Utility Clearances

- a) 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.
- b) 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, cable, and fibre-optic, and have the clearances at the work site during work.

18. Tree Pruning Services

- a) For pruning services for boulevard/street trees, the Contractor shall prune in accordance with the requirements hereinafter specified: Trees are to be pruned in accordance with the most current edition of “ANSI A300 (Part 1)- Pruning standards entitled, “American National Standard for Tree Care Operations - Tree, Shrub, and Other Woody Plant Management - Standard Practices (Pruning)” (includes supplements).
- b) Trees are also to be pruned according to “Best Management Practices: Pruning: 3rd Edition” (2019), 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:

- i. Structural;
 - ii. Cleaning;
 - iii. Thinning;
 - iv. Raising; and,
 - v. Restoration.
- a) In addition to the requirements specified above, where the Work requires “light to moderate pruning” the following specifications shall be used:
- i. Where applicable, lift the crown of trees to obtain a 4.3 metre (14 ft.) clearance over road surfaces and a minimum 3.0 metre (10 ft.) clearance over sidewalks while maintaining crown balance. Clearance on small trees may be obtained by crown narrowing/branch reduction;
 - ii. 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;
 - iii. Selectively remove all dead, rubbing or broken branches;
 - iv. 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;
 - v. 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;
 - vi. 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; clear of traffic signs, traffic lights and street lights.
- b) The Contractor shall sterilize all pruning equipment between each tree with methyl alcohol which must be sprayed onto the pruning equipment until dripping.
- c) The Contractor shall prune trees in a manner satisfactory to the City Forester or designate.

19. Tree Removal and Stump Grinding Services

- a) Tree removal requests must first be submitted by the Applicant in writing to the City of Winnipeg Urban Forestry Branch:

Attn: Supervisor of Forestry and DED Operations
City of Winnipeg Urban Forestry Branch
1539 Waverley Street
Winnipeg, MB R3T 4V7
Fax: (204) 222-2839

- b) The Contractor shall not proceed with the tree removal unless they receive authorization from the City Forester or designate.
- c) Removal of trees shall be complete to ground level regardless of the existing ground cover (i.e. snow, other plant material, etc.) or other conditions except where prior approval is given by the City Forester or designate.
- d) Once the removal process is initiated it shall be completed that same day.
- e) The Contractor will arrange for all necessary underground utility clearances including hydro, gas, water and sewage, telephone, cable, and fibre-optic, and have the clearances at the work site during work.
- f) Stumps shall be ground down to 30 cm (12 inches) below grade and the surrounding site restored, including soil and seed.

20. Tree Planting Services

- a) The Contractor will be supplied with tree planting site locations from the City Forester or designate.
- b) The Contractor shall obtain all necessary utility clearances prior to the commencement of planting and in a timely manner so as not to jeopardize the schedule of the complete tree planting operation;
- c) The Contractor is to comply with the instructions on the utility clearance sheets;
- d) Trees are not to be planted directly above underground utilities, unless hydro-excavation techniques are used and upon approval from the City Forester or designate;
- e) Where a specified planting site conflicts with underground utilities, the Contractor may modify the precise location up to one (1) metre and in compliance with 20.(g) below and with utility clearances and the minimum distance guidelines for the following:
 - (i) Intersections: six (6m) metres;
 - (ii) Light standards, hydro poles, hydrants, manholes and sewer grates: three (3m) metres;
 - (iii) Private approaches: two (2m) metres.

- f) Where a planting Site must be modified by more than one (1) metre, the Contractor must receive approval from the City Forester or designate prior to planting;
- g) The Contractor shall ensure boulevard trees must be kept in line with the existing tree alignment, except where otherwise indicated by the City Forester or designate.
- h) Tree species shall be selected from the current list of Acceptable Tree Species for Planting on City-Owned Properties (https://winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/PDF/Acceptable_Tree_Species.pdf); with exceptions being subject to approval by the City Forester or designate.
- i) Tree planting pit diameters shall be sufficient diameter to accommodate the entire root ball and a minimum 15 cm and maximum 30 cm space between outer edge of root ball and internal edge of tree pit for backfill soil application. Tree pits are not to be dug within two (2) metres of existing hard surfaces.
- j) Depth of tree planting pit shall be such that the root flare is at or slightly above the finished grade of the pit. Scarify the top 30 cm of pit edges (i.e. with a shovel blade) to allow for root penetration into the surrounding soil. It is important to determine how deep the root flare is in the root ball before it is placed in the planting hole. Soil may need to be removed from the top of the root ball to identify the root flare.
- k) The bottom of all excavations shall be protected against freezing.
- l) No excavations site shall be left open longer than twenty-four (24) hours in duration.
- m) Holes that must be left open overnight must be covered with a sheet of plywood and be marked with a minimum of one (1) safety cone.
 - i. Plywood shall be of a minimum thickness of 5/8" inch.
- n) The Contractor is expected to plant trees as listed below:
 - i. All trees shall be set plumb and shall be placed in the centre of the tree pit.
 - ii. Trees shall be placed on undisturbed soil and to a depth described above such that the trunk flare is visible at the top of the root ball.
 - iii. Once the tree has been set in its final position, burlap on the root ball shall be folded back from the top 1/3 of the root ball.
 - iv. If a wire basket is present on the root ball, it shall be cut off from the top 1/3 of the root ball.
 - v. All twine shall be removed from the root ball.

- vi. Tamp soil around the root system to eliminate air voids.
 - vii. Grade the area around the tree according to the drainage type.
 - viii. All planting areas shall be levelled, raked, and edged to give a neat appearance.
- o) Upon completion of the planting operation the Contractor shall install tree protection described below:
- i. Install tree trunk protection around the base of each tree trunk, consisting of sliced weeping tile 100mm in diameter x 600mm length.
 - ii. Install staking as necessary or as directed by the City Forester or designate to support the tree and in accordance with items below:
 - (a) Tree stakes must be either lodge poles (3"x8') or metal (1"x 8');
 - (b) Strapping material must be either 3/4" (2 cm) wide ArborTie or non-abrasive rubber ties.
- p) In certain locations and for specific species, enhanced tree protection measures may be required as described below:
- i. Trunk protection to the first order of branches to prevent damage from deer and rabbits;
 - ii. Protective tree zones consisting of three (3) stakes with high polyethylene or wire mesh fencing for trees planted on joint use park/school grounds.
- q) Install wood chips or other approved mulch which shall be clean bark or wood chips free of leaves, branches and other extraneous matter:
- i. Mulch shall consist of chips not less than fifteen (15) mm nor larger than seventy-five (75) mm in size and not more than twenty (20) mm thick.
 - ii. Mulch shall be to the depth of fifty (50mm) or two (2") inches to one hundred (75mm) or three (3") inches and must not be placed within eight (10cm) or three (4") inches of the trunks of trees.
- r) Apply water to area in and around planting hole immediately after planting.
- s) The Contractor shall provide and adhere to a maintenance plan for two (2) full growing seasons (May through to the end of October) following planting for all newly planted trees:
- i. All trees shall be watered on a weekly basis within the growing season to keep the soil in and around the root ball moist. With approval from the City Forester or designate, adjustments may be made in watering frequency depending on soil type, drainage, tree species, and weekly amounts of rainfall.

- ii. Area in and around the planting site shall be watered in such a manner to allow enough time for the water to penetrate the soil to a depth of 15cm to 30cm.
- iii. Watering must be done slowly utilizing a low-pressure open flow nozzle to ensure that water does not run away from the root zone and so the top 30cm of the soil around the root system of the tree are well saturated.
- iv. The water stream must not gouge out a hole in the soil or mulch.
- v. Commercial water bags may be considered as a watering mechanism for sites that are difficult to access with a water truck. In such sites:
 - 1. Water bags may be used during the first season of planting, after which time, the watering mechanism must allow for the ground around the root ball to be soaked to encourage roots to extend into the surrounding soil.
 - 2. Water bags must be checked on a regular basis for re-filling and to ensure proper function; replacing water bags as needed.
- vi. Water shall be free of oils, acids, alkalis, salts and other substances that may be detrimental to plant growth. Water suitable for human consumption shall be acceptable without testing.
- vii. Water from rivers and streams shall not be used without prior approval of the City Forester or designate.
- viii. Should the City Forester or designate determine that water quality testing is necessary, an approved testing laboratory shall perform the test at the sole expense of the Contractor.
- ix. Weed growth shall be removed from in and around planting site and wood chips topped up as required.
- t) If a tree dies within the two-year maintenance period it shall be removed at the sole expense of the Contractor and the Contractor shall notify the City Forester or designate.
- u) Tree replacements within the two-year maintenance period may be negotiated in a separate agreement between the Applicant and the Contractor.

21. Tree Injection Services

- a) The Contractor shall only apply a product registered for use with the Health Canada Pest Management Regulatory Agency (PMRA).
- b) The Contractor shall apply the product according to the manufacturer's instructions, including product labels.
- c) Chemical spillage of any kind is not permitted. If spillage occurs, the Contractor

shall immediately take all steps required by Federal, Provincial, and Municipal laws and regulations to contain and clean up the spill, and shall notify the City Forester or designate immediately.

- d) The Contractor will ensure that field staff has all the required tools, equipment, and training to deal with any chemical spillage that may occur.

22. Wood / Debris Handling and Clean-Up

- a) All waste material (i.e. branches, logs, debris, etc.) shall be removed from the Work Site daily. The Contractor shall maintain the Work Site in a tidy condition and free from the accumulation of waste and debris. This shall include, but not limited to, raking of all grassed/snow covered areas and sweeping of all hardscaped surfaces.
- b) All material that is to be chipped shall be chipped, removed, and delivered from the Work Site daily to a location that has been pre-approved by the City Forester or designate.
- c) 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.
- d) To verify the proper disposal of materials at approved landfill sites, the Contractor shall provide a copy of all weigh bills received to the City Forester or designate upon request.

23. Signatures

a) Applicant

Name of Applicant(s): _____
(Please print)

Applicant Contact Information:

Phone number: (_____) _____ Email: _____

Registered Address: _____

Please select the appropriate option below:

I/We am the Registered Owner of the above address which is adjacent to the public tree(s) or public property for which work is requested in this application.

OR

I/We are designated representatives of the following community group/association:

Applicant Signature: _____ Witness: _____

b) Contractor

Name of Contractor (corporation/company):

Name of Signing Officer*: _____
(Please print)

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

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

For City of Winnipeg use only:

Approved by (on behalf of the City of Winnipeg): _____
(Name of City Forester or designate)

Date: _____

SCHEDULE "A"

Agreement for Contractors to Perform Arboricultural Services on City Owned Street Trees

Upon approval, notification of work is to be forwarded 10 working days prior to date of commencement of work

Date of application: _____ Anticipated Date of Work: _____

Name of Applicant(s): _____
(Print name)

Address/Location of work being performed: _____ Postal Code: _____

Name of Contractor (Company): _____

Address: _____ Phone: (_____) _____

Description of Proposed Work (check all that apply):

- Pruning
- Tree removal and stump grinding (where previous approval has been granted)
- Stump grinding
- Planting (please specify species and caliper to be planted and attach a 2-year maintenance plan)
- Tree injection

Description of work to be performed. Provide details for each tree as applicable (species and diameter in cm):

Please provide a brief sketch or map of the property or proposed project area and identify the specific tree(s) in question. (for community projects, please consult with Urban Forestry Branch on proposed locations).

Utility Clearance Obtained (check all applicable):

- Click Before You Dig (<http://clickbeforeyoudigmb.com/>)
- Shaw