

Parks and Open Space Department - Forestry Section

Agreement for Contractors to Perform Arboricultural Services on Town Property

Oakville's Town Tree Protection By-law 2009-025 authorizes and regulates the planting, care, maintenance and removal of trees on town property in an effort to ensure the sustainability of the urban forest and to increase and maintain the town's canopy cover mandate.

Purpose of the Agreement

Upon receipt of a request for injecting or fertilizing a town owned tree, the Manager of Forestry (or designate) will determine if the tree meets the requirements to inject/fertilize or not.

The "Agreement for Contractors to Perform Arboricultural Services on Town Property" enables a property owner, at their expense, to contract town-approved tree injections or fertilization work to a town approved tree service company ("contractor").

The Process

If at the Owner's expense, an Owner wishes to have a contractor perform town-approved work on a town-owned tree, the Owner is required to submit a completed "Agreement for Contractors to Perform Arboricultural Services on Town Property".

The following work will be considered:

- Prune trees in accordance with sound (ISA) arboricultural practices.
- Apply an approved fertilizer.
- In the case of ash (*Fraxinus* spp.) trees only, contractors licensed and trained by BioForest Technologies Inc. may perform tree injections of *TreeAzin*[™] using *approved injection techniques* against the Emerald Ash Borer (EAB) subject to regulatory requirements, recommended practice and *prior* inspection of tree(s) by Forestry staff to determine suitability of candidate tree(s) for injections.

How Will Approval for Tree Work Be Granted?

The agreement which includes Schedule "A" and the Certificate of Insurance, must be completed in its entirety by the property owner and the contractor as applicable. Each tree must be identified by species and size and the work that is proposed to be done must be clearly identified and described.

Upon receipt of a completed agreement, Forestry may grant approval for the contractor to undertake the work.

The Manager of Forestry (or designate) will approve 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. The property owner and/or contractor must provide forty (40) business days, notice to Forestry prior to undertaking the approved work. For *TreeAzin*TM injections, Forestry staff **must** inspect and approve candidate tree(s) for injection **prior** to the work being undertaken.

Where Do I Send the Agreement for Approval?

Please submit your completed agreement to: Town of Oakville, Parks and Open Space Department - Forestry Section at the applicable office as noted below.

Note: The approval for outside contractors to perform arboricultural services on Town property is at the sole discretion of the Manager of Forestry (or designate) in the Parks and Open Space Department

Town of Oakville

Parks and Open Space
Forestry Section
1225 Trafalgar Road
Oakville, Ontario
L6H 0H3

Forestry Administrations:
Telephone: 905-845-6601
E-mail: forestryforms@oakville.ca
Fax: 905-338-4227

Agreement for Contractors to Perform Arboricultural Services on Town Property

In consideration of the permission granted herein by the Town of Oakville for the undersigned qualified Contractor to undertake arboricultural services on Town property 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 Town of Oakville. All contractors must be pre-approved by the town.

3. 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 Town of Oakville whatsoever.

4. Only work authorized by Forestry Staff may be undertaken. Notification must be provided to the Manager of Forestry (or designate) at least forty (40) business days notice prior to the commencement of work by e-mailing: forestryforms@oakville.ca or fax: 905-338-4227.

5. The Contractor will under no circumstances, work on or near energized apparatus unless written approval has been given by Oakville Hydro and / or Ontario Hydro as applicable. Confirmation of approval given by Oakville Hydro must be provided to the Manager of Forestry (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 provide clearance receipts to the Manager of Forestry (or designate) prior to the commencement of work.

6. 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 town's latest standards and requirements and all other legislative requirements including without limitation, the *Electrical Utility Safety Association Rules* from *The Infrastructure Health and Safety Association*, the *Ontario Occupational Health and Safety Act*, the *Ontario Ministry of Transportation Highway Traffic Act*, the *Workers Compensation Act*, the *Ontario Ministry of Environment Pesticides Act* and the *Pest Control Products Act (PCPA) as administered by the Pest Management Regulatory Agency (PMRA) on behalf of the Minister of Health*. 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. The Contractor is responsible for all site clean-up, appropriate disposal of any and all waste material, back filling excavations with appropriate material, and leaving the tree(s) and work site in a safe state.

7. The Contractor shall provide proof of Workers Compensation (WSIB) and proof of insurance in the form of the attached Certificate of Insurance.

8. The Town of Oakville 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 Town of Oakville from all claims for damages or injuries that may occur during this work. If the work as specified should fail to be completed or shall be completed in an improper or unsatisfactory manner to the town, the town 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 town may recover the costs incurred by adding the costs to the tax roll and collecting them in the same manner as municipal taxes.

9. The Owner hereby waives any claim whatsoever that the Owner may have against the Town of Oakville that may arise as a result of the permission being granted for the work herein described to be undertaken on town property adjacent to the Owner's property and the Owner hereby agrees to indemnify and save harmless the Town of Oakville against all actions suits, claims and demands whatsoever which may be brought against or made upon the town and from and against all loss, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the town for or by reason of or on account of the permission hereby granted.

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.

SCHEDULE "A"

Agreement for Contractors to Perform Arboricultural Services on Town Property

Notification to be forwarded forty (40) business 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):

(print name)

Address: _____
(please include postal code)

Phone: () _____ Fax: () _____

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

Description of Work:

Pruning Fertilization *TreeAzin*TM injections

Utility Clearance Obtained (check all applicable):

Oakville Hydro Hydro One Bell Gas Water Cable T.V.

Insurance Declaration

The Contractor must provide the Town of Oakville with a certificate of general liability insurance, on the town's standard form, valid for the work period with an available limit of liability of not less than Five Million (\$5,000,000.00) Dollars in which the Town of Oakville has been added as an additional insured. Without limiting the generality of the foregoing, such liability insurance shall contain provisions for cross liability and severability of interests and further that the policy will not be changed or amended in any way or cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to the town.

The Contractor must provide the Town of Oakville with a certificate of insurance evidencing Standard Automobile Liability, provided that the policy is in the amount of at least One Million (\$1,000,000.00) Dollars for each occurrence.

The Contractor agrees to waive any claim whatsoever that it may have against the Town of Oakville that may arise as a result of permission granted for work on town property adjacent to the above property.

The Contractor also agrees to fully indemnify and save harmless the Town of Oakville against all actions, suits, and claims and demands whatsoever which may be brought against or made upon the town and from and against all loss, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the town for or by reason of or on account of the permissions hereby granted.

Worker's Safety and Insurance Board No.:

(Worker's Compensation Number)

Signed By: _____ Witness: _____
(Contractor's signature) (required if Contractor is not incorporated)

Date: _____

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

FOR OFFICE USE ONLY:	
	Date: _____
Approved by Forestry Section - Parks and Open Space Department:	
Name(print): _____	Signature: _____

CERTIFICATE OF INSURANCE

(To be completed only by the Insurer or its representative)

1. Name of Insured	2. Address & Telephone # of Insured

3. Operations of Named Insured for which certificate is issued:
(NOTE: Provide specific project information including the Oakville contract number)

4. Commercial General Liability				
Insuring Company	Policy Number	Policy Limit(s)	Effective Date	Expiry Date

5. Policy Provisions/Amendments/Endorsements:
<p>A. Commercial General Liability is extended to include Personal Injury Liability, Broad Form Contractual Liability, Owner's and Contractor's Protective Coverage, Twelve (12) Months Completed Operations Coverage, Contingent Employers Liability, Non-Owned Automobile Liability and, if applicable to the insured operations as detailed in Item 3, coverage for blasting, pile driving and collapse.</p> <p>B. The TOWN OF OAKVILLE, ITS BOARDS, AGENCIES, COMMISSIONS OR SUBSIDIARY OPERATIONS, AS APPLICABLE, and all sub-contractors have been named as Additional Insured's but only with respect to liability arising out of the operations of the Insured for which a Contract is issued by the Town of Oakville.</p> <p>C. The Commercial General Liability Policy(ies) identified above shall protect each insured in the same manner and to the same extent as though a separate policy has been issued to each, but nothing shall operate to increase the Limits of Liability as identified above beyond the amount or amounts for which the Company would be liable if there had been only one Insured.</p> <p>D. The Commercial General Liability Policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to any of the Additional Insureds as set out in Item 5B.</p> <p>E. If cancelled or changed to reduce the coverage outlined on this Certificate during the period of coverage as stated herein, thirty (30) days, fifteen (15) days if cancellation is due to non-payment of premium), prior written notice by registered mail will be given by the Insurer(s) to the TOWN OF OAKVILLE at the address provided for notice and communication in the Contract between the Insured and the Town of Oakville.</p>

6. Automobile Liability (if applicable): Please note Sections A to D do not apply to this policy				
Insuring Company:	Policy Number:	Policy Limit(s):	Effective Date:	Expiry Date:

CERTIFICATION		
<p>I certify that the insurance is in effect as stated in this Certificate and that I have authorization to issue this Certificate for and on behalf of the Insurer(s). This Certificate is valid until the expiration date(s) shown in Item 4 (and Item 6 if applicable) unless notice is given in writing in accordance with Item 5E.</p>		
Date	Broker's Name and Address	Signature & Stamp of Certifying Official