

The City of Toronto Municipal Code Chapter 813, Trees, Article II regulates the planting, care, maintenance, and protection of trees on City Highways/Roads or street allowances and, through its associated policies, ensures the sustainability of the urban forest. The General Manager of Parks, Forestry & Recreation is authorized to care for and maintain or cause to be cared for and maintained, any trees located on any City Street. The General Manager may authorize work to be performed on City owned street trees by an approved professional contractor that has been retained by an adjacent private property owner.

In consideration of the permission granted herein by the City of Toronto 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:

Street Number:	Street Name:	Suite / Unit Number:
City:	Province:	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 Toronto. All contractors must be pre-approved by the City.

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 City of Toronto whatsoever.

4. All work, other than TreeAzin™ injections, must be authorized by and undertaken in accordance with the directions of the Supervisor of Tree Protection and Plan Review. Notification must be provided to the Supervisor of Tree Protection and Plan Review at least forty-eight (48) hours prior to the commencement of work by calling 311.

5. TreeAzin™ injections must be authorized by the Supervisor, Tree Nursery & Natural Resource Management. Inspection of candidate tree(s) by Forest Health Care (FHC) Inspection staff must be made prior to the commencement of the approved work by calling 311 to initiate an FHC inspection.

6. The Contractor will under no circumstances, work on or near energized apparatus unless express written approval has been given by Toronto Hydro and or Ontario Hydro as applicable. Confirmation of approval given by Toronto Hydro must be provided to the Supervisor of Tree Protection and Plan Review 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 Supervisor of Tree Protection and Plan Review prior to the commencement of work.

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

<p>7. 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 Electrical Utility Safety Association Rules, the Occupational Health and Safety Act, the Highway Traffic Act, the Workers Compensation Act, the Pesticides Act and the Pest Control Products 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.</p>	
<p>8. The Contractor will prune trees according to the following general standards:</p> <ul style="list-style-type: none"> i. To encourage the health of a tree; ii. 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; iii. To encourage the natural form of the tree species; iv. To remove dead limbs; and v. To maintain structural stability and balance of a tree. 	
<p>9. The Contractor shall provide proof of Workers Compensation and proof of insurance in the form of the attached Certificate of Insurance.</p>	
<p>10. The City of Toronto 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 Toronto 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 manner or a manner unsatisfactory to the City, the City 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.</p>	
<p>11. The Owner hereby waives any claim whatsoever that the Owner may have against the City of Toronto that may arise as a result of the permission being granted for the work herein described to be undertaken on the street tree adjacent to the Owner's property and the Owner hereby agrees to indemnify and save harmless the City of Toronto 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.</p>	
<p>Name of Property Owner(s):</p>	
<p>Signature:</p>	<p>Witness:</p>
<p>Name of Contractor (corporation/company):</p>	
<p>I/We have authority to bind the corporation/company.</p>	
<p>Name of Signing Officer:</p>	
<p>Signature:</p>	<p>Witness:</p>

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

SCHEDULE "A"

Notification to be forwarded 48 hours prior to work.

(TreeAzinTM injections require inspection and approval by Forest Health Care staff prior to commencement of work)

Date:		Anticipated Date of Work:	
Name of Property Owner(s):			
Street Number:	Street Name:		Suite / Unit Number:
City:		Province:	Postal Code:
Phone:		Fax:	
Name of Contractor (Company):			
Street Number:	Street Name:		Suite / Unit Number:
City:		Province:	Postal Code:
Phone:		Fax:	
Description of Each Tree(s) (Species & Diameter in cm):			
Description of Work: <input type="checkbox"/> standard pruning <input type="checkbox"/> tree removal <input type="checkbox"/> stumping <input type="checkbox"/> fertilization <input type="checkbox"/> tree planting <input type="checkbox"/> TreeAzin TM injections <input type="checkbox"/> other (specify) _____			
Utility Clearance Obtained: <input type="checkbox"/> Toronto Hydro <input type="checkbox"/> Hydro One <input type="checkbox"/> Gas <input type="checkbox"/> Water <input type="checkbox"/> Bell <input type="checkbox"/> Cable			
Insurance Declaration			
<p>The Contractor must provide the City of Toronto with a certificate of general liability insurance, on the City's standard form, valid for the work period with an available limit of liability of not less than Two Million (\$2,000,000) Dollars in which the City of Toronto 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 City.</p> <p>The Contractor must provide the City of Toronto 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.</p> <p>The Contractor agrees to waive any claim whatsoever that it may have against the City of Toronto that may arise as a result of permission granted for work on the street tree(s) adjacent to the above property.</p> <p>The Contractor also agrees to fully indemnify and save harmless the City of Toronto against all actions, suits, and 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 permissions hereby granted.</p>			
Worker's Safety and Insurance Board Number:			
I/We have authority to bind the corporation/company.			
Signed by: _____		Witness: _____	
(Contractor's Signature)		(required if Contractor is not incorporated)	
Date:			

The personal information on this form is collected under the authority of the City of Toronto Act, S.O. 2006, Chapter 11, Schedule A, s. 136 (b) & (c) and the City of Toronto Municipal Code, Chapter 813, Trees. The information is used to process your application. Questions about this collection can be directed to Supervisor, Forest Policy and Standards, 18 Dyas Road, 1st Floor, Toronto, ON, M3B 1V5 or (416) 392-1350.

For Office Use Only		
Date:	Approved by:	Signature

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

CERTIFICATE OF INSURANCE

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

Name of Insured:				
Street Number:	Street Name:	Suite / Unit Number:		
City:	Province:	Postal Code:		
Phone:		Fax:		
Operations of Named Insured for which certificate is issued:				
(NOTE: Provide specific project information including the Toronto contract number)				
Commercial General Liability				
Insuring Company	Policy Number	Policy Limit(s)	Effective Date	Expiry Date
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 CITY OF TORONTO, 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 City of Toronto.</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 CITY OF TORONTO at the address provided for notice and communication in the Contract between the Insured and the City of Toronto.</p>				
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				
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.				
Broker's Name:			Date:	
Street Number:	Street Name:		Suite / Unit Number:	
City:	Province:		Postal Code:	
Signature & Stamp of Certifying Official				