



Parks Department – Forestry Section

Agreement for Contractors to Perform TreeAzin™ Injections on City Property

The City of Markham Boulevard Tree By-law 68-92 authorizes and regulates the planting, care, maintenance and removal of trees on City property in an effort to ensure the sustainability of the urban forest and to increase and maintain the City's tree canopy cover mandate.

Purpose of the Agreement

Upon receipt of a request to inject a City-owned ash tree, on the City's road allowance by an adjacent property owner, the Supervisor of Forestry (or designate) will confirm if the tree is on the City's current treatment list; determine if the tree is an ash tree, and determine the health of the tree and confirm this with the property owner.

The "Agreement for Contractors to Perform TreeAzin™ Injections on City Property" enables a property owner, at their expense, to contract tree injection of TreeAzin work to a Bioforest® approved tree service company ("Contractor"). This option is made available in the event that the property owner wishes to inject a City-owned ash tree that is not currently on the City's list for treatment.

The Process

If, at the Owner's expense, an Owner wishes to have a contractor perform TreeAzin™ Injection(s) on a City-owned ash tree, the Owner is required to submit a completed "Agreement for Contractors to Perform TreeAzin™ Injections on City Property".

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 Markham Forestry staff.

How Approval for Tree Work Will 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 size and location. All Utility clearances, as applicable, must also be obtained by the contractor and provided to the Forestry Department.

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

The Supervisor 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 ten (10) business days notice to Forestry prior to undertaking the approved work. For TreeAzin™ injections, Forestry staff will inspect and approve candidate tree(s) for injection prior to the work being undertaken.

Where to Send the Agreement for Approval

Please submit your completed agreement via email, regular mail, or in person, to:

Customer Service

City of Markham
Anthony Roman Centre
101 Town Centre Boulevard North
Markham, Ontario
L3R 9W3

Telephone: 905-477-5530

Email: customerservice@markham.ca

Fax: 905-479-7767



Agreement for Contractors to Perform TreeAzin™ Injections on City-owned Ash Trees

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

The property owner(s) signing below is/are the registered owner(s) of the property municipally known as

(Please insert address including postal code)

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 Markham whatsoever. All Contractors must be approved Contractors, as per the list of Emerald Ash Borer Treatment Service Providers on the BioForest Technologies Inc. website at www.bioforest.ca.

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 Markham whatsoever.

Notification must be provided to the Supervisor of Forestry (or designate) at least ten (10) business days prior to the commencement of work by email or regular mail to:

Customer Service

City of Markham
Anthony Roman Centre
101 Town Centre Boulevard North
Markham, Ontario
L3R 9W3

Telephone: 905-477-5530

E-Mail: customerservice@markham.ca

Fax: 905-479-7767

TreeAzin™ injections must be authorized by the Supervisor of Forestry (or designate). Inspection of candidate tree(s) by Forestry staff **must** be made **prior** to the commencement of the approved work by calling the Contact Centre at the telephone number listed above to initiate a work order for the inspection.

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 will provide clearance receipts to the Supervisor of Forestry (or designate) prior to the commencement of work.



The Contractor shall be qualified to perform all work and shall carry out all work in a good and professional manner in accordance with the City of Markham’s latest standards and requirements, and all other legislative requirements including, without limitation, the:

1. Electrical Utility Safety Association Rules from The Infrastructure Health and Safety Association;
2. Ontario Occupational Health and Safety Act;
3. Ontario Ministry of Transportation Highway Traffic Act;
4. Workers Compensation Act, the Ontario Ministry of Environment Pesticides Act; and
5. 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 licences 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, and leaving the tree(s) and work site in a safe state.

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

The City of Markham 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 Markham 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.

The Owner hereby waives any claim whatsoever that the Owner may have against the City of Markham 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 Markham 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.

Name of Property Owner(s):

(Please print)

(Please print)



I am / We are the Registered Owner(s) of:

(Please insert address, including postal code)

Signature(s): _____ Witness: _____

Name of Contractor (Corporation/Company): _____

Name of Signing Officer: _____
(Please print)

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

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



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:

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.

B. The City of Markham, 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 Markham.

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.

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.

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 MARKHAM at the address provided for notice and communication in the Contract between the Insured and the City of Markham.

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

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.

Date	Broker's Name and Address	Signature & Stamp of Certifying Official



SCHEDULE "A"

Agreement for Contractors to Perform TreeAzin™ Injections on City-owned Street Ash Trees

Notification to be forwarded ten (10) business days prior to work

Date: _____ Anticipated Date of Work: _____

Name of Property Owner(s):

(Please print)

Address: _____
(Include postal code)

Phone: () _____ Fax: () _____

Name of Contractor (Company):

(Please print)

Address: _____
(Include postal code)

Phone: () _____ Fax: () _____

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



Insurance Declaration

The Contractor must provide the City of Markham 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 Dollars (\$2,000,000.00) in which the City of Markham 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.

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

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

The Contractor also agrees to fully indemnify and save harmless the City of Markham 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.

Worker's Safety and Insurance Board No.:

_____ (Worker's Compensation Number)

Signed By: _____
(Contractor's signature)

Witness: _____
(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 - Operations Department:	
Name(print): _____	Signature: _____